股票代號：4745

COWealthGroup

合富醫療控股股份有限公司
Cowealth Medical Holding Co., Ltd.

一一〇年股東常會
議事手冊

日期：中華民國一一〇年五月二十五日

地點：台北市信義路四段236號7樓(703會議室)

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合富醫療控股股份有限公司
二〇二一年股東常會議程

時間：2021 年 5 月 25 日(星期二)上午九時正
地點：台北市信義路四段 236 號 7 樓(703 會議室)
主席：王董事長瓊芝

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報告事項

第一案：2020 年度營業報告，報請 公鑒。

說　明：本公司 2020 年度營業報告書如下：

依據本公司經會計師查核後之合併財務報表，年度營業額為新臺幣 4,721,939 仟元，稅後淨利為 208,916 仟元，歸屬母公司淨利為 124,394 仟元，與 2019 年度比較損益表如下：

單位: 除每股盈餘為新台幣元外，為新臺幣千元

項　　目	2020 年度	%	2019 年度	%	增(減)金額	增減%
一、營業收入	4,721,939	100.0%	4,665,130	100.0%	56,809	1.2%
二、營業成本	3,698,107	78.3%	3,625,559	77.7%	72,548	2.0%
三、營業毛利	1,023,832	21.7%	1,039,571	22.3%	(15,739)	-1.5%
四、營業費用	685,815	14.5%	630,910	13.5%	54,905	8.7%
五、營業利益	338,017	7.2%	408,661	8.8%	(70,644)	-17.3%
六、營業外收支	(23,079)	-0.5%	(12,636)	-0.3%	(10,443)	82.6%
七、稅前淨利	314,938	6.7%	396,025	8.5%	(81,087)	-20.5%
八、所得稅費用	106,022	2.2%	58,277	1.2%	47,745	81.9%
九、稅後淨利	208,916	4.5%	337,748	7.3%	(128,832)	-38.1%
十、歸屬母公司淨利	124,394		279,752		(155,358)	
每股盈餘(元)	1.61		3.61			

本公司 2020 年度之營業收入為新台幣（以下同）4,721,939 仟元，較 2019 年增加新台幣 56,809 仟元，成長 1.2%；毛利額 1,023,832 仟元，2019 年度毛利額為 1,039,571 仟元，毛利減少 1.5%。

本公司 2020 年度之營業費用較 2019 年度增加 54,905 仟元，增幅 8.7%，係隨營業收入成長而增加、政府補貼收入減少、疫情捐贈支出增加且提列備抵壞帳增加所致。

本公司 2020 年度之所得稅費用為 106,022 仟元，2019 年度所得稅 58,277 仟元，較 2019 年度增加 47,745 仟元；係因 2019 年 CMH 決議股利轉投資，回轉以前年度計提股利收入所得稅費用，產生所得稅利益 49,929 仟元，2020 年度無此情形。若排除 2019 年度一次性所得稅利益，所得稅費用 2020 年度較前期減少 2,184 仟元，減幅 2.0%。

本公司 2020 年度之營業外支出較 2019 年度增加 10,443 仟元，占營收比例 0.5%，與前期比例約當。

第二案：審計委員會審查 2020 年度決算表冊報告，報請 公鑒。

說　明：2020 年度合併財務報表連同營業報告書及盈餘分配表業經本公司審計委員會審查通過，審查報告如下：

審計委員會審查報告書

董事會造具本公司民國一〇九年度營業報告書、財務報表及盈餘分派議案等，其中財務報告業經安侯建業聯合會計師事務所查核完竣，並出具查核報告。上述營業報告書、財務報表及盈餘分配議案經本審計委員會查核，認為尚無不合，爰依本公司章程、審計委員會組織規章及相關法令規定報告如上，敬請 鑒核。

合富醫療控股股份有限公司

審計委員會召集人 蔡 彥 卿

中　華　民　國　一　一　〇 年　三　月　二　十　九　日

第三案：2020年度員工酬勞及董事酬勞分派情形報告，報請 公鑒。

說　明：1. 依本公司章程第34.1條規定辦理。

2. 本公司2020年度員工酬勞及董事酬勞，經董事會決議通過，發放金額如下：

(1)員工酬勞金額新台幣1,295,771元。

(2)董事酬勞金額新台幣3,887,313元。

3. 上述酬勞與認列費用年度估列金額並無差異，擬全數以現金發放。

第四案：本公司及子公司對子公司合富(中國)醫療科技股份有限公司海外掛牌承諾事項及董事會決議報告，報請 公鑒。

說　明： 1. 配合子公司合富(中國) 醫療科技股份有限公司（下稱「合富中國」）首次公開發行人民幣普通股(A 股)股票，並申請在上海證券交易所主板上市，本公司、合富(香港)控股有限公司及合富(中國) 醫療科技股份有限公司出具主板上市相關承諾事項，請參閱手冊第 6~7 頁。

2. 本案業經 2020 年 11 月 26 日審計委員會審議及董事會決議通過，其內容對本公司及子公司財務、業務或股東權益無重大影響，董事會決議內容請參閱附件六。

本公司及合富(香港)控股有限公司出具之相關承諾事項如下：

項次	承諾事項	承諾事項出具對象	
		本公司	合富(香港)
1	關於申請文件真實性、準確性和完整性的承諾函	V	V
2	關於首次公開發行上市後穩定股價的承諾函 (註 1)	V	V
3	關於未履行承諾的約束措施的承諾函	V	V
4	關於首次公開發行股票攤薄即期回報採取填補措施的承諾函(註 2)	V	V
5	關於招股說明書不存在虛假記載、誤導性陳述或者重大遺漏的承諾及相應約束措施	V	V
6	關於股份鎖定及減持事項的承諾函	V	V
7	關於規範並減少關聯交易的承諾函	V	V
8	關於避免資金佔用和違規擔保的承諾函	V	V
9	關於避免同業競爭的承諾函	V	V
10	關於發行人合規整改事宜的承諾函	V	V
11	關於合富(中國)醫療科技股份有限公司持股 5%以上股東持股意向及減持意向的承諾函	V	V
12	關於合富(中國)醫療科技股份有限公司首次公開發行人民幣普通股(A 股)股票的確認函		V

註 1、註 2：承諾函內容請參閱附件四及附件五

合富(中國)出具之相關承諾事項如下：

項次	承諾事項
1	關於申請文件真實性、準確性和完整性的承諾函
2	關於首次公開發行上市後穩定股價的承諾函(註 3)
3	關於未履行承諾的約束措施的承諾函
4	關於首次公開發行股票攤薄即期回報採取填補措施的承諾函(註 4)
5	關於招股說明書不存在虛假記載、誤導性陳述或者重大遺漏的承諾及相應約束措施
6	關於利潤分配政策的承諾函
7	關於股份回購與股份購回的措施和承諾
8	關於申報電子文件與書面一致的承諾函
9	發行人保證不影響和干擾發審委審核的承諾函

註 3、註 4：承諾函內容請參閱附件四及附件五

承認事項

第一案　　董事會提

案由：2020 年度財務報表及營業報告書案，提請 承認。

說明：1. 本公司 2020 年度合併財務報表(包含資產負債表、綜合損益表、權益變動表及現金流量表等)，經委請安侯建業聯合會計事務所梅元貞會計師及周寶蓮會計師查核竣事，出具無保留意見之查核報告書，並經審計委員會審議及董事會決議通過。

2. 營業報告書，請參閱第 3 頁。

3. 審計委員會審查報告書，請參閱第 4 頁。

4. 會計師查核報告書及 2020 年度財務報表，請參閱第 10~17 頁附件一。

5. 提請 承認。

決議：

第二案　　董事會提

案由：2020年度盈餘分配案，提請 承認。

說明：1. 本公司2020年盈餘分配案，係依2020年度可分配盈餘計算。股東紅利擬配發現金股利新台幣92,939,456元，倘以本司截至2021年3月15日已發行在外流通股數77,449,547股計算，每股配發現金股利1.2元。

2. 盈餘分配案俟股東常會通過後，授權董事會依相關規定另訂基準日辦理發放事宜，嗣後若因欲買回本公司股份、庫藏股轉讓或註銷、員工認股權憑證行使認股權或轉換公司債轉換成普通股等因素，致影響流通在外股數，股東配息率因此發生變動者，擬請股東會授權董事會全權調整處理之。

3. 現金股利發放至元為止，元以下無條件捨去，配發不足1元之畸零款合計數計入本公司其他收入。

4. 茲檢附2020年度盈餘分配表如下：

Cowealth Medical Holding Co., Ltd. 2020 年度盈餘分派表

單位:元

	新　台　幣
2020.1.1 期初未分配盈餘	$ 385,027,302
加：確定福利計畫之再衡量數本期變動數	1,337,000
其他綜合收益本期變動	22,030,077
2020 年度淨利	124,394,011
減：特別盈餘公積 10%	(12,439,401)
可供分配盈餘	$ 520,348,989
分配項目：	
股東紅利-現金股利(每股配發 1.2 元新台幣)	92,939,456
期末未分配盈餘	$ 427,409,533

5. 本盈餘分派案業經2021年3月29日審計委員會審查通過及董事會決議通過，提請　承認。

決議：

討論事項

第一案　　董事會提

案由：「背書保證作業程序」修訂案，提請 討論。

說明：1. 依「公開發行公司資金貸與及背書保證處理準則」第 12 條規定，擬修訂本公司「背書保證作業程序」。

2. 本次修訂前後條文對照表，請參閱第 18~19 頁附件二

3. 提請 決議。

決議：

第二案　　董事會提

案由：「股東會議事規則」修訂案，提請 討論。

說明：1. 為配合2021年2月9日證券櫃檯買賣中心證櫃監字第11000519042號函，擬修訂本公司股東會議事規則部分條文。

2. 本次修訂前後條文對照表，請參閱第20~21頁附件三。

3. 提請 決議。

決議：

臨時動議

散會

附件一

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會 計 師 查 核 報 告

合富醫療控股股份有限公司董事會　公鑒：

查核意見

合富醫療控股股份有限公司及其子公司(合富集團)民國一〇九年及一〇八年十二月三十一日之合併資產負債表，暨民國一〇九年及一〇八年一月一日至十二月三十一日之合併綜合損益表、合併權益變動表及合併現金流量表，以及合併財務報告附註(包括重大會計政策彙總)，業經本會計師查核竣事。

依本會計師之意見，上開合併財務報告在所有重大方面係依照證券發行人財務報告編製準則暨經金融監督管理委員會認可並發布生效之國際財務報導準則、國際會計準則、解釋及解釋公告編製，足以允當表達合富醫療控股股份有限公司及其子公司民國一〇九年及一〇八年十二月三十一日之合併財務狀況，暨民國一〇九年及一〇八年一月一日至十二月三十一日之合併財務績效及合併現金流量。

查核意見之基礎

本會計師民國一〇九年度合併財務報告係依照會計師查核簽證財務報表規則及一般公認審計準則執行查核工作；民國一〇八年度合併財務報告係依照會計師查核簽證財務報表規則、金管證審字第1090360805號函及一般公認審計準則執行查核工作。本會計師於該等準則下之責任將於會計師查核合併財務報告之責任段進一步說明。本會計師所隸屬事務所受獨立性規範之人員已依會計師職業道德規範，與合富醫療控股股份有限公司及其子公司保持超然獨立，並履行該規範之其他責任。本會計師相信已取得足夠及適切之查核證據，以作為表示查核意見之基礎。

關鍵查核事項

關鍵查核事項係指依本會計師之專業判斷，對合富醫療控股股份有限公司及其子公司民國一〇九年度合併財務報告之查核最為重要之事項。該等事項已於查核合併財務報告整體及形成查核意見之過程中予以因應，本會計師並不對該等事項單獨表示意見。

一、應收帳款評價

有關應收帳款評價之會計政策請詳合併財務報告附註四(七)金融工具；應收帳款評價之會計估計及假設不確定性，請詳合併財務報告附註五(一)應收帳款之減損評估；應收帳款評價之說明，請詳合併財務報告附註六(二)應收票據及帳款。

關鍵查核事項之說明：

合富醫療控股股份有限公司及其子公司主要銷售地區及客戶為中國大陸各級醫院，部分合約並採分期付款銷貨方式，因此應收帳款收回期間較長，故應收帳款之備抵評價存有集團管理階層主觀之判斷，係本會計師進行財務報表查核需高度關注之事項。

因應之查核程序：

本會計師對上述關鍵查核事項之主要查核程序包括測試合富醫療控股股份有限公司及其子公司與收款有關之控制點並檢視期後收款記錄；評估應收帳款評價之會計政策之合理性；分析應收帳款帳齡表、歷史收款記錄、近期客戶信用狀況等資料，以評估合富醫療控股股份有限公司及其子公司之應收帳款備抵評價提列金額之合理性；並評估合富醫療控股股份有限公司及其子公司已允當揭露有關項目。

二、存貨評價

有關存貨評價之會計政策請詳合併財務報告附註四(八)存貨；存貨評價之會計估計及假設不確定性，請詳合併財務報告附註五(二)存貨之評價；存貨評價之說明，請詳合併財務報告附註六(四)存貨。

關鍵查核事項之說明：

因市場變遷及技術更新，致原有存貨可能過時或不再符合市場需求，其相關產品的銷售需求及價格可能會有劇烈波動，故導致存貨之成本可能超過其淨變現價值之風險。

因應之查核程序：

本會計師對上述關鍵查核事項之主要查核程序包括評估集團存貨跌價或呆滯提列政策之合理性；評估存貨之評價是否已按集團既訂之會計政策；檢視存貨庫齡報表，分析各期存貨庫齡變化情形；檢視存貨銷售狀況及評估依存貨庫齡所採用之淨變現價值基礎，以評估合富醫療控股股份有限公司及其子公司管理當局估計存貨備抵評價之合理性；並評估集團管理階層已允當揭露存貨評價有關項目。

三、收入認列

有關收入認列之會計政策請詳合併財務報告附註四(十五)收入認列；收入認列之說明，請詳合併財務報告附註六(十九)收入。

關鍵查核事項之說明：

收入是衡量集團經營績效的一項重要指標，收入認列之金額及時點是否正確亦重大影響財務報表資訊品質及資本市場之運作，係本會計師執行合富醫療控股股份有限公司及其子公司財務報告查核重要的評估事項之一。

因應之查核程序：

本會計師對上述關鍵查核事項之主要查核程序包括測試銷貨及收款作業循環之相關控制；評估合富醫療控股股份有限公司及其子公司之收入認列政策是否依相關會計公報規定辦理；選定資產負債日前後一段期間核對各項憑證，以確定銷貨收入等記錄涵蓋於適當之期間；另外，本會計師檢視合富集團重要子公司與客戶之銷售合約及相關文件，並覆核客戶評估資料，進行各產品別收入之分析性覆核，以評估收入之合理性。

管理階層與治理單位對合併財務報告之責任

管理階層之責任係依照證券發行人財務報告編製準則暨經金融監督管理委員會認可並發布生效之國際財務報導準則、國際會計準則、解釋及解釋公告編製允當表達之合併財務報告，且維持與合併財務報告編製有關之必要內部控制，以確保合併財務報告未存有導因於舞弊或錯誤之重大不實表達。

於編製合併財務報告時，管理階層之責任亦包括評估合富醫療控股股份有限公司及其子公司繼續經營之能力、相關事項之揭露，以及繼續經營會計基礎之採用，除非管理階層意圖清算合富醫療控股股份有限公司及其子公司或停止營業，或除清算或停業外別無實際可行之其他方案。

合富醫療控股股份有限公司及其子公司之治理單位(含審計委員會)負有監督財務報導流程之責任。

會計師查核合併財務報告之責任

本會計師查核合併財務報告之目的，係對合併財務報告整體是否存有導因於舞弊或錯誤之重大不實表達取得合理確信，並出具查核報告。合理確信係高度確信，惟依照一般公認審計準則執行之查核工作無法保證必能偵出合併財務報告存有之重大不實表達。不實表達可能導因於舞弊或錯誤。如不實表達之個別金額或彙總數可合理預期將影響合併財務報告使用者所作之經濟決策，則被認為具有重大性。

本會計師依照一般公認審計準則查核時，運用專業判斷並保持專業上之懷疑。本會計師亦執行下列工作：

1.辨認並評估合併財務報告導因於舞弊或錯誤之重大不實表達風險；對所評估之風險設計及執行適當之因應對策；並取得足夠及適切之查核證據以作為查核意見之基礎。因舞弊可能涉及共謀、偽造、故意遺漏、不實聲明或踰越內部控制，故未偵出導因於舞弊之重大不實表達之風險高於導因於錯誤者。

2.對與查核攸關之內部控制取得必要之瞭解，以設計當時情況下適當之查核程序，惟其目的非對合富醫療控股股份有限公司及其子公司內部控制之有效性表示意見。

3.評估管理階層所採用會計政策之適當性，及其所作會計估計與相關揭露之合理性。

4.依據所取得之查核證據，對管理階層採用繼續經營會計基礎之適當性，以及使合富醫療控股股份有限公司及其子公司繼續經營之能力可能產生重大疑慮之事件或情況是否存在重大不確定性，作出結論。本會計師若認為該等事件或情況存在重大不確定性，則須於查核報告中提醒合併財務報告使用者注意合併財務報告之相關揭露，或於該等揭露係屬不適當時修正查核意見。本會計師之結論係以截至查核報告日所取得之查核證據為基礎。惟未來事件或情況可能導致合富醫療控股股份有限公司及其子公司不再具有繼續經營之能力。

5.評估合併財務報告(包括相關附註)之整體表達、結構及內容，以及合併財務報告是否允當表達相關交易及事件。

6.對於集團內組成個體之財務資訊取得足夠及適切之查核證據，以對合併財務報告表示意見。本會計師負責集團查核案件之指導、監督及執行，並負責形成集團查核意見。

本會計師與治理單位溝通之事項，包括所規劃之查核範圍及時間，以及重大查核發現(包括於查核過程中所辨認之內部控制顯著缺失)。

本會計師亦向治理單位提供本會計師所隸屬事務所受獨立性規範之人員已遵循會計師職業道德規範中有關獨立性之聲明，並與治理單位溝通所有可能被認為會影響會計師獨立性之關係及其他事項(包括相關防護措施）。

本會計師從與治理單位溝通之事項中，決定對合富醫療控股股份有限公司及其子公司民國一〇九年度合併財務報告查核之關鍵查核事項。本會計師於查核報告中敘明該等事項，除非法令不允許公開揭露特定事項，或在極罕見情況下，本會計師決定不於查核報告中溝通特定事項，因可合理預期此溝通所產生之負面影響大於所增進之公眾利益。

安侯建業聯合會計師事務所

會計師：

證券主管機關核准簽證文號：金管證六字第0940100754號

民國 一一〇 年 三 月 二十九 日

合富醫療控股股份有限公司及子公司

合併資產負債表

民國一〇九年及一〇八年十二月三十一日

單位：新台幣千元

	資　產	109.12.31 金　額	%	108.12.31 金　額	%
	流動資產：				
1100	現金及約當現金(附註六(一))	$ 1,211,166	24	1,284,205	24
1150	應收票據淨額(附註六(二))	172,019	3	37,456	1
1170	應收帳款淨額(附註六(二)及八)	2,478,684	46	2,397,880	44
1200	其他應收款(附註六(三))	23,463	-	63,098	1
1220	本期所得稅資產	4,275	-	25,403	1
1300	存貨(附註六(四))	589,418	11	448,343	8
1410	預付款項	53,339	1	96,299	2
1421	預付貨款	93,070	2	224,888	4
1470	其他流動資產(附註八)	76,921	1	125,021	2
		4,702,355	88	4,702,593	87
	非流動資產：				
1551	採用權益法之投資(附註六(五))	432	-	539	-
1600	不動產、廠房及設備(附註六(八)及九)	234,598	4	310,896	6
1755	使用權資產(附註六(九))	163,674	3	170,055	3
1780	無形資產(附註六(十))	4,818	-	7,550	-
1840	遞延所得稅資產	106,353	2	98,165	2
1990	其他非流動資產(附註八)	167,262	3	123,137	2
		677,137	12	710,342	13
	資產總計	$ 5,379,492	100	5,412,935	100

	負債及權益	109.12.31 金　額	%	108.12.31 金　額	%
	流動負債：				
2100	短期借款(附註六(十一)及九)	$ 720,246	13	830,702	15
2130	合約負債－流動(附註六(十九))	48,951	1	36,384	1
2170	應付帳款	611,991	11	470,735	9
2200	其他應付款	198,116	4	325,302	6
2230	本期所得稅負債	50,368	2	28,443	1
2250	負債準備－流動(附註六(十三))	2,212	-	1,739	-
2280	租賃負債－流動(附註六(十四))	9,606	-	13,871	-
2310	預收款項	418	-	405	-
2322	一年內到期長期借款(附註六(十二)及九)	162,482	3	126,153	2
2399	其他流動負債	2,055	-	4,233	-
		1,806,445	34	1,837,967	34
	非流動負債：				
2540	長期借款(附註六(十二)及九)	55,563	1	137,787	2
2570	遞延所得稅負債	14,105	-	20,137	-
2580	租賃負債－非流動(附註六(十四))	36,822	1	36,841	1
2640	淨確定福利負債－非流動	35,354	1	35,481	1
		141,844	3	230,246	4
	負債總計	1,948,289	37	2,068,213	38
	歸屬母公司業主之權益：(附註六(十七))				
3110	普通股股本	774,496	14	737,615	14
3200	資本公積	1,007,215	19	966,148	18
	保留盈餘：				
3320	特別盈餘公積	465,835	9	323,230	6
3350	未分配盈餘	510,759	9	653,028	12
		976,594	18	976,258	18
3410	國外營運機構財務報表換算之兌換差額	(213,160)	(4)	(235,190)	(4)
	歸屬於母公司業主之權益合計	2,545,145	47	2,444,831	46
36XX	非控制權益(附註六(七))	886,058	16	899,891	16
	權益總計	3,431,203	63	3,344,722	62
	負債及權益總計	$ 5,379,492	100	5,412,935	100

(請詳閱後附合併財務報告附註)

董事長：王瓊芝　　經理人：李　惇　　會計主管：蘇怡瑄

合富醫療控股股份有限公司及子公司

合併綜合損益表

民國一〇九年及一〇八年一月一日至十二月三十一日

單位:新台幣千元

		109年度		108年度	
		金　額	%	金　額	%
4000	**營業收入**(附註六(十九))	$ 4,721,939	100	4,665,130	100
5000	**營業成本**(附註六(四)(八)(十三))	3,698,107	78	3,625,559	78
	營業毛利	1,023,832	22	1,039,571	22
	營業費用：(附註六(二)(三)(十五)(廿一)及七)				
6100	推銷費用	275,051	6	249,733	5
6200	管理費用	342,876	7	348,032	7
6450	預期信用減損損失	67,888	1	33,145	1
		685,815	14	630,910	13
	營業利益	338,017	8	408,661	9
	營業外收入及支出：				
7100	利息收入	17,182	-	12,269	-
7190	其他收入	8,639	-	18,524	1
7210	處分不動產、廠房及設備損失	(13,473)	-	(3,203)	-
7630	外幣兌換(損失)利益	1,458	-	(2,165)	-
7228	租賃修改利益	53	-	-	-
7050	財務成本	(36,166)	(1)	(33,781)	(1)
7590	什項支出	(688)	-	(982)	-
7770	採用權益法認列之合資損失之份額(附註六(五))	(84)	-	(3,298)	-
		(23,079)	(1)	(12,636)	-
7900	**稅前淨利**	314,938	7	396,025	9
7950	**減：所得稅費用(利益)**(附註六(十六))	106,022	2	58,277	1
	本期淨利	208,916	5	337,748	8
8300	**其他綜合損益：**				
8310	**不重分類至損益之項目**				
8311	確定福利計畫之再衡量數	1,337	-	10,720	-
8349	減：與不重分類之項目相關之所得稅	-	-	-	-
	不重分類至損益之項目合計	1,337	-	10,720	-
8360	**後續可能重分類至損益之項目**				
8361	國外營運機構財務報表換算之兌換差額	39,367	1	(102,551)	(2)
8399	與可能重分類之項目相關之所得稅(附註六(十六))	(412)	-	1,580	-
	後續可能重分類至損益之項目合計	38,955	1	(100,971)	(2)
8300	**本期其他綜合損益**	40,292	1	(90,251)	(2)
8500	**本期綜合損益總額**	**$ 249,208**	**6**	**247,497**	**6**
	本期淨利歸屬於：				
8610	母公司業主	$ 124,394	3	279,752	7
8620	非控制權益	84,522	2	57,996	1
		$ 208,916	**5**	**337,748**	**8**
	綜合損益總額歸屬於：				
8710	母公司業主	$ 147,761	4	175,842	4
8720	非控制權益	101,447	2	71,655	2
		$ 249,208	**6**	**247,497**	**6**
	每股盈餘：(附註六(十八))				
9750	基本每股盈餘(元)	**$**	**1.61**		**3.61**
9850	稀釋每股盈餘(元)	**$**	**1.61**		**3.61**

(請詳閱後附合併財務報告附註)

董事長：王瓊芝　　經理人：李　惇　　會計主管：蘇怡瑄

合富醫療控股股份有限公司及子公司

合併權益變動表

民國一〇九年及一〇八年一月一日至十二月三十一日

單位：新台幣千元

	歸屬於母公司業主之權益							
			保留盈餘		其他權益項目			
	普通股股本	資本公積	特別盈餘公積	未分配盈餘	國外營運機構財務報表換算之兌換差額	歸屬於母公司業主權益總計	非控制權益	權益總額
民國一〇八年一月一日餘額	$ 614,679	509,088	233,313	593,849	(120,560)	1,830,369	61,375	1,891,744
本期淨利	-	-	-	279,752	-	279,752	57,996	337,748
本期其他綜合損益	-	-	-	10,720	(114,630)	(103,910)	13,659	(90,251)
本期綜合損益總額	-	-	-	290,472	(114,630)	175,842	71,655	247,497
盈餘指撥及分配：								
提列特別盈餘公積	-	-	89,917	(89,917)	-	-	-	-
普通股現金股利	-	-	-	(18,440)	-	(18,440)	-	(18,440)
普通股股票股利	122,936	-	-	(122,936)	-	-	-	-
對子公司所有權權益變動	-	457,060	-	-	-	457,060	(457,060)	-
非控制權益增減	-	-	-	-	-	-	1,223,921	1,223,921
民國一〇八年十二月三十一日餘額	737,615	966,148	323,230	653,028	(235,190)	2,444,831	899,891	3,344,722
本期淨利	-	-	-	124,394	-	124,394	84,522	208,916
本期其他綜合損益	-	-	-	1,337	22,030	23,367	16,925	40,292
本期綜合損益總額	-	-	-	125,731	22,030	147,761	101,447	249,208
盈餘指撥及分配：								
提列特別盈餘公積	-	-	142,605	(142,605)	-	-	-	-
普通股現金股利	-	-	-	(88,514)	-	(88,514)	-	(88,514)
普通股股票股利	36,881	-	-	(36,881)	-	-	-	-
對子公司所有權權益變動	-	41,067	-	-	-	41,067	(41,067)	-
非控制權益增減	-	-	-	-	-	-	(74,213)	(74,213)
民國一〇九年十二月三十一日餘額	**$ 774,496**	**1,007,215**	**465,835**	**510,759**	**(213,160)**	**2,545,145**	**886,058**	**3,431,203**

(請詳閱後附合併財務報告附註)

董事長：王瓊芝　　經理人：李　惇　　會計主管：蘇怡瑄

合富醫療控股股份有限公司及子公司

合併現金流量表

民國一〇九年及一〇八年一月一日至十二月三十一日

單位:新台幣千元

	109年度	108年度
營業活動之現金流量：		
本期稅前淨利	$ 314,938	396,025
調整項目：		
收益費損項目		
折舊費用	104,576	91,635
攤銷費用	3,437	2,748
預期信用減損損失	67,888	33,145
利息費用	36,166	33,781
利息收入	(17,182)	(12,269)
採用權益法認列之合資損失之份額	84	3,298
處分及報廢不動產、廠房及設備損失	13,473	3,203
租賃修改利益	(53)	-
存貨跌價及損失	2,680	167
收益費損項目合計	211,069	155,708
與營業活動相關之資產／負債變動數：		
應收票據(增加)減少	(134,563)	34,755
應收帳款增加	(148,509)	(542,302)
其他應收款減少(增加)	39,371	(46,022)
存貨增加	(172,052)	(52,845)
預付款項減少	174,778	8,163
其他流動資產增加	(367)	(135)
其他營業資產(增加)減少	(32,211)	4,517
應付帳款增加	141,256	193,811
其他應付款減少	(188,062)	(88,037)
負債準備增加(減少)	473	(202)
預收款項增加(減少)	12,580	(13,599)
其他流動負債(減少)增加	(2,178)	3,417
淨確定福利負債增加(減少)	1,210	(24,301)
調整項目合計	(97,205)	(367,072)
營運產生之現金流入	217,733	28,953
收取之利息	17,182	12,467
支付之所得稅	(84,310)	(178,195)
營業活動之淨現金流入(流出)	150,605	(136,775)
投資活動之現金流量：		
取得採用權益法之投資	-	(3,828)
取得不動產、廠房及設備	(27,444)	(89,226)
處分不動產、廠房及設備	30,670	-
存出保證金減少	(20,497)	(32,807)
取得無形資產	(641)	(4,095)
取得使用權資產	-	(5,263)
其他金融資產減少(增加)	57,049	(49,025)
投資活動之淨現金流入(流出)	39,137	(184,244)
籌資活動之現金流量：		
短期借款(減少)增加	(105,289)	(76,966)
償還長期借款	(41,042)	(18,805)
發放現金股利	(88,514)	(18,440)
支付之利息	(34,507)	(33,996)
非控制權益變動	-	1,223,921
租賃本金償還	(11,637)	(10,633)
籌資活動之淨現金(流出)流入	(280,989)	1,065,081
匯率變動對現金及約當現金之影響	18,208	(107,975)
本期現金及約當現金(減少)增加數	(73,039)	636,087
期初現金及約當現金餘額	1,284,205	648,118
期末現金及約當現金餘額	**$ 1,211,166**	**1,284,205**

(請詳閱後附合併財務報告附註)

董事長：王瓊芝 **經理人：李　惇** **會計主管：蘇怡瑄**

附件二

合富醫療控股股份有限公司
背書保證作業程序

修正前後條文對照表

修正條文	現行條文	修正說明
第一條 (總則) 凡本公司及子公司對外背書保證相關事項，**除子公司另訂有背書保證作業程序外，**均應依本作業程序之規定辦理。本作業程序如有未盡事宜或法令另有規定者，悉依相關法令規定辦理之。本作業程序所稱之子公司及母公司，應依國際財務報導準則第二十七號及第二十八號認定之。本作業程序所稱之淨值，係指國際財務報導準則規定之資產負債表歸屬於母公司業主之權益。	第一條 (總則) 凡本公司及子公司對外背書保證相關事項，均應依本作業程序之規定辦理。本作業程序如有未盡事宜或法令另有規定者，悉依相關法令規定辦理之。本作業程序所稱之子公司及母公司，應依國際財務報導準則第二十七號及第二十八號認定之。本作業程序所稱之淨值，係指國際財務報導準則規定之資產負債表歸屬於母公司業主之權益。	各子公司若另訂有背書保證作業程序，應優先適用。
第四條 (背書保證額度與評估標準) 本公司及子公司為背書保證時，其額度及相關規定如下： **一、本公司得為背書保證之總額度不得超過本公司最近期財務報表淨值百分之三百；本公司對單一企業背書保證額度不得超過本公司最近期財務報表淨值之百分之二百。** 二、本公司及子公司整體得為背書保證之總額度不得超過本公司最近期財務報表淨值百分之五百。 三、本公司及子公司整體對單一企業背書保證額度不得超過本公司最近期財務報表淨值之百分之三百為限。 四、本公司及子公司因業務往來關係從事背書保證，就單一對象提供背書保證之金額**不得超過本公司最近期財務報表淨值之百分**	第四條 (背書保證額度與評估標準) 本公司及子公司為背書保證時，其額度及相關規定如下： **（本款新增）** 一、本公司及子公司整體得為背書保證之總額度不得超過本公司最近期財務報表淨值百分之五百。 二、本公司及子公司整體對單一企業背書保證額度不得超過本公司最近期財務報表淨值之百分之一百為限**，但如有下列情形，得依以下規定辦理：** (一)本公司及子公司因業務往來關係從事背書保證，就單一對象提供背書保證之金額**除依前款規定外**，**並**不得超過雙方於背書保證前十二個月期間內之業務往來總金額(所稱業	依「公開發行公司資金貸與及背書保證處理準則」第12條第1項第3款規定辦理，並調整項次。

修正條文	現行條文	修正說明
之一百，**且**不得超過雙方於背書保證前十二個月期間內之業務往來總金額(所稱業務往來金額，係指雙方間進貨或銷貨金額孰高者)。 **（本目刪除）** **（本目刪除）** **五、**公司直接或間接持有股份或出資總額百分之百之子公司相互間為背書保證，對單一企業背書保證額度不得超過保證公司最近期財務報表淨值之百分之**二**百，背書保證總額度以不超過保證公司最近期財務報表淨值百分之三百為限。	務往來金額，係指雙方間進貨或銷貨金額孰高者)。 **(二)本公司對由本公司直接或間接持有股份或出資總額百分之百之公司為背書保證者，對單一企業背書保證之金額以不超過本公司最近期財務報表淨值之百分之三百為限。** (三)本公司對由本公司直接或間接持有股份或出資總額超過百分之**五**十**但未達百分之百**之公司為背書保證者，對單一企業背書保證之金額以不超過本公司最近期財務報表淨值之百分之二百為限。 **三、本公司直接及間接持有表決權之股份達百分之九十以上之公司相互間為背書保證時，其背書保證之金額不得超過本公司最近期財務報表淨值之百分之十。但**本公司直接或間接持有股份或出資總額百分之百之子公司相互間為背書保證，對單一企業背書保證額度不得超過保證公司最近期財務報表淨值之百分之**三**百，背書保證總額度以不超過保證公司最近期財務報表淨值百分之三百為限。	

附件三

合富醫療控股股份有限公司
股東會議事規則

修正前後條文對照表

修正條文	現行條文	修正說明
第三條（股東會之召集及通知程序） 第一至四項略。 通知及公告應載明召集事由；其通知經股東同意者，得以電子方式為之。與下列有關之事項應載明於股東會通知並說明其主要內容，且不得以臨時動議提出： 以下略。	**第三條（股東會之召集及通知程序）** 第一至四項略。 通知及公告應載明召集事由；其通知經股東同意者，得以電子方式為之。與下列有關之事項應載明於股東會通知並說明其主要內容，且不得以臨時動議提出**；其主要內容得置於中華民國證券主管機關或公司指定之網站，並應將其網址載明於通知中**： 以下略。	配合條文規範調整公告方式。
第八條（股東會法定出席股份數） 第一項略。 已屆開會時間，主席應即宣布開會，**並同時公布無表決權數及出席股份數等相關資訊。**惟未有代表已發行股份總數過半數之股東出席時，主席得宣布延後開會，其延後次數以二次為限，延後時間合計不得超過一小時。延後二次仍不足有代表已發行股份總數三分之一以上股東出席時，由主席宣布流會。 以下略。	**第八條（股東會法定出席股份數）** 第一項略。 已屆開會時間，主席應即宣布開會，惟未有代表已發行股份總數過半數之股東出席時，主席得宣布延後開會，其延後次數以二次為限，延後時間合計不得超過一小時。延後二次仍不足有代表已發行股份總數三分之一以上股東出席時，由主席宣布流會。 以下略。	為提升公司治理並維護股東之權益，修正第二項。
第十三條 （選舉或解任事項） 股東會有選舉董事、監察人時，應依本公司所訂相關選任規範辦理，並應當場宣布	**第十三條 （選舉或解任事項）** 股東會有選舉董事、監察人時，應依本公司所訂相關選任規範辦理，並應當場宣布	為提升公司治理並維護股東之權

修正條文	現行條文	修正說明
選舉結果，包含當選董事、監察人之名單與其當選權數**及落選董事名單及其獲得之選舉權數**。 第二項略。	選舉結果，包含當選董事、監察人之名單與其當選權數。 第二項略。	益，修正第一項。

附件四

关于首次公开发行上市后稳定股价的承诺函

为维护合富（中国）医疗科技股份有限公司（以下简称"发行人"）上市后股价的稳定，保护广大投资者尤其是中小投资者的利益，发行人上市后 36 个月内，若发行人股票连续 20 个交易日的收盘价低于发行人最近一期未经审计每股净资产时（若因除权除息等事项导致上述股票收盘价与发行人最近一期未经审计的每股净资产不具可比性的，上述股票收盘价应做相应调整，下同），在不违反证券法规并且不会导致发行人的股权结构不符合上市条件的前提下，发行人、发行人的控股股东合富（香港）控股有限公司（以下简称"控股股东"）、发行人的间接控股股东 Cowealth Medical Holding Co., Ltd.（以下简称"合富控股"）及发行人的董事（不包括独立董事，下同）、高级管理人员将按照稳定股价预案采取以下全部或者部分措施稳定发行人股票价格：

一、 启动股价稳定措施的具体条件

当发行人股票连续 20 个交易日的收盘价低于每股净资产且同时满足监管机构对于增持或回购发行人之股份等行为的规定时，发行人应当在 3 个交易日内根据当时有效的法律法规和本承诺函，以及发行人实际情况、股票市场情况，与董事及高级管理人员协商稳定发行人股价的具体方案，履行相应的审批程序和信息披露义务。股价稳定措施实施后，发行人的股权分布应当符合上市条件。

二、 稳定股价的具体措施

当上述启动股价稳定措施的启动条件成就时，发行人将在与各方协商的基础上及时采取以下部分或全部措施稳定发行人股价，发行人、发行人的控股股东及发行人的董事、高级管理人员承诺将依据法律法规、《合富（中国）医疗科技股份有限公司章程》（以下简称"《公司章程》"）规定依照以下顺序采取措施稳定发行人股价：

（一） 由发行人回购股票

在启动股价稳定措施的条件满足时，若采取发行人回购股份方式稳定股价，发行人应在 3 个交易日内召开董事会，讨论发行人向社会公众股东回购股份的方案。发行人董事会应当在《公司章程》、股东大会授权的范围内对回购股份做出

决议，须有三分之二以上董事出席，发行人董事承诺就董事会审议该等股份回购事宜时投赞成票。在董事会审议通过股份回购方案后，发行人依法通知债权人，并向证券监督管理部门、证券交易所等主管部门报送相关材料，办理审批或备案手续。在完成必需的审批、备案、信息披露等程序后，发行人方可实施相应的股份回购方案。

发行人为稳定股价之目的进行股份回购的，除应符合相关法律法规之要求之外，还应符合下列各项：

1、 发行人用于回购股份的资金总额累计不超过发行人首次公开发行新股所募集资金的总额，且发行人单次用于回购股份的资金金额不高于回购股份事项发生时上一个会计年度经审计的归属于母公司股东净利润的 10%；

2、 发行人单次回购股份的数量不超过发行人总股本的 1%，单一会计年度累计回购股份的数量不超过发行人发行后总股本的 2%；

3、 如果发行人股价自发行人股份回购计划披露之日起连续 10 个交易日收盘价高于最近一期经审计的每股净资产，或继续回购股票将导致发行人不满足法定上市条件的，发行人可不再实施向社会公众股东回购股份方案，且在未来 3 个月内不再启动股份回购事宜。如在一年内两次以上满足启动稳定发行人股价措施的条件，则发行人应持续实施回购股份，每一年度内用于回购股份的资金总额不高于回购股份事项发生时上一个会计年度经审计的归属于母公司股东净利润的 30%。

发行人为稳定股价之目的回购股份，应符合《关于支持上市公司回购股份的意见》《上市公司回购社会公众股份管理办法（试行）》及《关于上市公司以集中竞价交易方式回购股份的补充规定》等相关法律、法规的规定，且不应导致发行人股权分布不符合上市条件。

在发行人符合本承诺函规定的回购股份的相关条件的情况下，发行人董事会经综合考虑公司经营发展实际情况、发行人所处行业情况、发行人股价的二级市场表现情况、发行人现金流量状况、社会资金成本和外部融资环境等因素，认为发行人不宜或暂无须回购股票的，经董事会决议通过并经半数以上独立董事同意

后，应将不回购股票以稳定股价事宜提交股东大会审议，并经出席会议的股东所持表决权的三分之二以上通过。

（二） 控股股东、合富控股或其指定的其他符合法律法规的主体增持发行人股票

在发行人无法实施回购股票，或发行人回购股票议案未获得董事会或股东大会审议通过，或发行人回购股票实施完毕后再次触发稳定股价预案启动条件时，控股股东、合富控股或其指定的其他符合法律法规的主体将在符合《上市公司收购管理办法》等法律法规规定的前提下，在获得监管机构的批准（如需）、且不应导致发行人股权分布不符合上市条件的前提下，对发行人股票进行增持；单次用于增持股份的资金不得低于上一会计年度从发行人所获得现金分红金额的20%。控股股东履行前述增持义务时，合富控股将承担敦促义务。

在发行人控股股东、合富控股或其指定的其他符合法律法规的主体增持方案实施期间内，若发行人股票连续 10 个交易日收盘价超过最近一期经审计的每股净资产时，可停止实施股价稳定措施。

（三） 董事、高级管理人员增持发行人股票

若控股股东、合富控股或其指定的其他符合法律法规的主体未及时提出或实施增持发行人股票方案，或控股股东、合富控股或其指定的其他符合法律法规的主体增持发行人股票实施完毕后再次触发稳定股价预案启动条件时，在发行人任职并领取薪酬的发行人董事、高级管理人员应在符合《上市公司收购管理办法》及《上市公司董事、监事和高级管理人员所持本公司股份及其变动管理规则》等法律法规的条件和要求的前提下，对发行人股票进行增持；有义务增持的发行人董事、高级管理人员承诺，其单次用于增持发行人股份的货币资金不少于该等董事、高级管理人员上一会计年度自发行人领取的税后薪酬累计总和的 20%，但不高于该等董事、高级管理人员上一会计年度从发行人领取的税后薪酬累计额的50%。如果任何董事、高级管理人员未采取上述稳定股价的具体措施的，其将在前述事项发生之日起 5 个工作日内，停止在发行人领取薪酬，同时该等董事、高级管理人员直接或间接持有的发行人股份不得转让，直至该等董事、高级管理人员按本承诺函的规定采取相应的股价稳定措施并实施完毕。

发行人董事、高级管理人员增持发行人股票在达到以下条件之一的情况下终止：

1、通过增持发行人股票，发行人股票连续 3 个交易日的收盘价均已高于发行人最近一期经审计的每股净资产；

2、继续增持股票将导致发行人不满足法定上市条件；

3、继续增持股票将导致需要履行要约收购义务且其未计划实施要约收购；或

4、已经增持股票所用资金达到其上一年度从发行人领取的税后薪酬累计额的 100%。

（四） 其他法律、法规以及中国证券监督管理委员会、证券交易所规定允许的措施

发行人董事、高级管理人员增持发行人股票稳定股价方案终止后，自上述稳定股价义务触发之日起 12 个月内，如果再次出现发行人股票连续 20 个交易日收盘价低于最近一期经审计的每股净资产，则发行人应按照上述顺序继续实施股价稳定方案。

在发行人股票在上海证券交易所正式上市之日后三年内，发行人在聘任非独立董事、高级管理人员前，将要求其签署承诺书，保证其履行发行人首次公开发行上市时非独立董事、高级管理人员已作出的相应承诺。

选用上述股价稳定措施时应考虑：（1）不能导致发行人股权分布不满足法定上市条件；（2）不能迫使控股股东履行要约收购义务。

承诺方自不再作为发行人的控股股东、间接控股股东、非独立董事或高级管理人员之日起，无需遵守上述承诺。

（本页以下无正文）

（本页无正文，为《关于首次公开发行上市后稳定股价的承诺函》之签署页）

Cowealth Medical Holding Co.，Ltd.

For and on behalf of
Cowealth Medical Holding Co., Ltd.

授权代表：.....
Authorized Signature(s)

【王琼芝】

附件五

关于首次公开发行股票摊薄即期回报采取填补措施的承诺函

根据《国务院关于进一步促进资本市场健康发展的若干意见》（国发[2014]17号）、《国务院办公厅关于进一步加强资本市场中小投资者合法权益保护工作的意见》（国办发[2013]110号）和《关于首发及再融资、重大资产重组摊薄即期回报有关事项的指导意见》（中国证券监督管理委员会公告[2015]31号）的相关规定，鉴于合富（中国）医疗科技股份有限公司（以下简称"发行人"）拟首次公开发行人民币普通股（A股）股票并在上海证券交易所主板上市，作为发行人的控股股东/间接控股股东，本企业将忠实、勤勉地履行职责，维护发行人和全体股东的合法权益。为贯彻执行上述规定和文件精神，本人作出以下承诺：

（1）承诺不越权干预公司经营管理活动；

（2）承诺不会侵占公司利益；

（3）承诺将根据未来中国证监会和上海证券交易所等相关监管机构的相关规定，积极采取一切必要、合理的措施，使上述公司填补回报措施能够得到有效的实施。

前述承诺是无条件且不可撤销的。若本公司前述承诺若存在虚假记载、误导性陈述或重大遗漏，本公司将对公司或股东给予充分、及时而有效的的补偿。本公司若违反上述承诺或拒不履行上述承诺，本公司同意按照中国证监会和上海证券交易所等证券监管机构发布的有关规定、规则，对本公司作出相关处罚或采取相关管理措施。

（本页以下无正文）

（本页无正文，为《关于首次公开发行股票摊薄即期回报采取填补措施的承诺函》之签署页）

Cowealth Medical Holding Co.，Ltd.

For and on behalf of
Cowealth Medical Holding Co., Ltd.

授权代表：.....
Authorized Signature(s)

【王琼芝】

年　　月　　日

附件六

合富醫療控股股份有限公司 董事會

議　事　錄(節錄本)

會議名稱：第七屆第六次董事會
開會時間：2020 年 11 月 26 日(星期四)**11:00**
開會地點：臺北市敦化南路二段 76 號 23 樓
出席董事：王瓊芝董事、李惇董事、金權董事、胡柏堅董事、吳樂生董事
童宗雯獨立董事、蔡彥卿獨立董事、樓迎統獨立董事、
曹光潔董事(委託出席)
出 席 率：100%
應出席人數 9 人，親自出席人數 8 人，委託出席 1 人，缺席 0 人。
列　　席：財務長陳麗安、會計經理邱美華、稽核主管簡佳平、
子公司合富(中國)財務長張晨
主　　席：王瓊芝　　記錄：陳麗安

一、主席致詞：(略)

二、前次董事會決議案及辦理情形：(略)

三、報告事項：(略)

四、前次會議保留之討論事項：(略)

五、承認及討論事項

第一案　配合子公司合富(中國)醫療科技股份有限公司申請上市板塊變更，擬出具相關承諾函並停止執行原出具承諾函之董事會議案

案　由：配合子公司合富(中國) 醫療科技股份有限公司首次公開發行人民幣普通股(A股)股票，並申請在上海證券交易所主板上市，擬出具主板上市相關承諾函並停止執行原通過出具承諾函予深圳證券交易所創業板之董事會議案，提請 討論。

說　明：1. 為配合子公司合富(中國)醫療科技股份有限公司申請上市板塊變更，本公司擬停止執行於 2020 年 10 月 27 日及 2020 年 11 月 10 日通過之董事會決議，主旨為配合子公司合富(中國)醫療科技股份有限公司申請上市，擬出具之相關承諾函案。

2. 依「財團法人中華民國證券櫃檯買賣中心證券商營業處所買賣有價證券業務規則」第八條之二規定，上櫃公司因其子公司於海外證券市場掛牌交易，致上櫃公司或其子公司須向該市場主管機關或證券交易所出具承諾事項者，就上開承諾事項對上櫃公司及子公司之財務、業務或股東權益之影響應先經審計委員會進行審議，並將審議結果提報董事會決議。相關承諾事項及董事會決議內容，應於最近一次之股東會完整報告。

3. 本公司及子公司應出具之相關承諾事項如下：
   合富醫療控股股份有限公司，以下簡稱"本公司"
   合富(香港)控股有限公司，以下簡稱"合富(香港)"
   合富(中國)醫療科技股份有限公司，以下簡稱"合富(中國)"

承諾事項	對財務、業務或股東權益是否具重大影響	承諾事項出具對象			附件
		本公司	合富(香港)	合富(中國)	
關於申請文件真實性、準確性和完整性的承諾函	N	V	V	V	1
關於首次公開發行上市後穩定股價的承諾函	N	V	V	V	2
關於未履行承諾的約束措施的承諾函	N	V	V	V	3
關於首次公開發行股票攤薄即期回報採取填補措施的承諾函	N	V	V	V	4
關於招股說明書不存在虛假記載、誤導性陳述或者重大遺漏的承諾及相應約束措施	N	V	V	V	5
關於股份鎖定及減持事項的承諾函	N	V	V		6
關於規範並減少關聯交易的承諾函	N	V	V		7
關於避免資金佔用和違規擔保的承諾函	N	V	V		8
關於避免同業競爭的承諾函	N(註 1)	V	V		9
關於發行人合規整改事宜的承諾函	N	V	V		10
關於合富(中國)醫療科技股份有限公司持股 5%以上股東持股意向及減持意向的承諾函	N	V	V		11
關於合富(中國)醫療科技股份有限公司首次公開發行人民幣普通股(A 股)股票的確認函	N		V		12
關於利潤分配政策的承諾函	N			V	13
關於股份回購與股份購回的措施和承諾	N			V	14
關於申報電子文件與書面一致的承諾函	N			V	15
發行人保證不影響和干擾發審委審核的承諾函	N			V	16

註 1：本公司與合富(中國)簽訂「避免同業競爭協議」案業於 2019 年 10 月 5 日股東臨時會決議通過。

4. 相關承諾事項對上櫃公司及子公司之財務、業務或股東權益之影響業經審計委員會審議通過。相關承諾事項及董事會決議內容，將提最近一次之股東會完整報告。

決　議：本案經主席徵詢全體出席董事無異議照案通過。

第二案~第三案：(略)

六、臨時動議：(略)。

七、散會

<結束>

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，
惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

附錄一

開曼群島公司法（修訂版）

股份有限公司

修訂和重述章程大綱和章程

合富醫療控股股份有限公司

成立於2005年11月4日

（經2020年5月27日特別決議通過）

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

開曼群島公司法（修訂版）

股份有限公司

修訂和重述章程大綱

合富醫療控股股份有限公司

（經 2020 年 5 月 27 日特別決議通過）

1. 公司名稱為合富醫療控股股份有限公司。

2. 公司註冊所在地為開曼群島 Suite 102, Cannon Place, North Sound Rd., George Town, Grand Cayman, Cayman Islands with postal address P.O. Box 712, Grand Cayman, KY1-9006, Cayman Islands，或董事會日後決議之其他地點。

3. 公司設立之目的未受限制，公司有權實行未受《公司法》（修訂版）及其日後修正之版本或任何其他開曼群島法律所禁止的任何目的。

4. 各股東對公司之義務限於繳清其未繳納之股款。

5. 經 2009 年 4 月 21 日特別決議通過。公司授權資本額是新臺幣 1,575,000,000.00 元，劃分為 157,500,000 股，每股面額新臺幣 10.00 元，根據《公司法》（修訂版）及其日後修正之版本和公司章程，公司有權購回或購買任何股份，有權再分割或合併其中任何股票，有權發行全部或部分資本，無論是否有任何性質的優先權或特權或任何遞延權利，或任何性質的條件或限制等，除非已明確說明每股發行條件為普通股或特別股，否則公司有權依前述約定規定發行條件。

6. 本章程大綱中未定義的專有名詞應與公司章程中的定義一致。

—頁面其餘部分有意空白—

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

開曼群島公司法（修訂版）

股份有限公司

修訂和重述章程

合富醫療控股股份有限公司

（經 2020 年 5 月 27 日特別決議通過）

1. 解釋

1.1 在本章程中，除非與本文有不符之處，法令所附第一個附件中的表格 A 不適用：

「**收購**」	指依中華民國《企業併購法》所定義，公司取得他公司之股份、營業或財產，並以股份、現金或其他財產作為對價之行為。
「**公開發行公司法令**」	指影響公開發行公司或任何在臺灣證券交易市場上市櫃的公司的中華民國法律，規則和規章，包括但不限於《公司法》、《證券交易法》、《企業併購法》等相關規定、經濟部發布的規章制度、金融監督管理委員會（以下簡稱「**金管會**」）發布的規章制度，財團法人中華民國證券櫃檯買賣中心（以下簡稱「**櫃買中心**」）（或臺灣證券交易所股份有限公司，如有適用，以下簡稱「**證交所**」）發布的規章制度和臺灣地區與大陸地區人民關係條例及其相關規範等。
「**年度淨利**」	係指依各該年度公司經審計之年度淨利。
「**章程**」	指公司章程。
「**資本公積**」	指公司超過票面金額發行股票所得之溢額，或受領贈與之所得。
「**公司**」	指合富醫療控股股份有限公司。
「**董事**」	指公司當時的董事（為明確起見，包括任一及所有獨立董事）。
「**股利**」	包括期中股利。
「**電子記錄**」	與《電子交易法》中的定義相同。
「**電子交易法**」	指開曼群島的《電子交易法》（2003 年修訂）。
「**獨立董事**」	指為符合當時有效之《公開發行公司法令》而經股東會選任為「獨立董事」的董事。

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

「**法定盈餘公積**」	指公司於彌補虧損完納一切稅捐後，分派盈餘時，應先公開發行公司法令提出一定比例為法定盈餘公積。但法定盈餘公積已達資本總額時，不在此限。
「**公開資訊觀測站**」	指金管會指定之網際網路資訊申報系統。
「**併購**」	指公司之合併、收購及分割。
「**股東**」	與法令中的定義相同。
「**章程大綱**」	指公司章程大綱。
「**合併**」	指(i)參與合併之公司全部消滅，由新成立之公司概括承受消滅公司之全部權利義務；或(ii)參與合併之其中一公司存續，由存續公司概括承受消滅公司之全部權利義務，並以存續或新設公司之股份、或其他公司之股份、現金或其他財產作為對價之行為。
「**簡易合併**」	指(i)合併中，其中一家參與合併之公司合計持有他參與合併之公司已發行有表決權之股份達百分之九十以上；或(ii)公司分別持有百分之九十以上已發行股份之子公司間合併時。
「**非於證交所上市之公司或於財團法人中華民國證券櫃檯買賣中心上櫃之公司**」	指其股份未於證交所上市或財團法人中華民國證券櫃檯買賣中心上櫃之公司。
「**普通決議**」	指在股東會上有權投票的股東，親自或在允許代理的情況下透過代理，以簡單多數決通過的決議。
「**私募**」	指由該公司或經其授權之人挑選或同意之特定投資人認購本公司之股份、選擇權、認股權憑證、附認股權公司債、附認股權特別股或其他有價證券。但不包括依據第 11 條所為之員工激勵計畫或股份認購協議、認股權憑證、選擇權或發行之股份。
「**股東名冊**」	指依法令維持的股東名冊登記。除法令另有規定外，包括股東名冊登記的任何副本。
「**註冊處所**」	指公司目前註冊處所。
「**中華民國**」	指中華民國。
「**印章**」	指公司的一般圖章，包括複製的印章。
「**股份**」	指公司股份。
「**股票**」	指表彰股份之憑證。

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

「**股份轉換**」	指公司讓與全部已發行股份予他公司，而由他公司以股份、現金或其他財產支付公司股東作為對價之行為。
「**簡易股份轉換**」	指母公司以股份轉換收購其持有百分之九十以上有表決權之已發行股份之子公司。
「**徵求人**」	指依公開發行公司法令徵求任何其他股東之委託書以被該股東指派為代理人代理參加股東會並於股東會上行使表決權之股東、經股東委託之信託事業或股務代理機構。
「**特別決議**」	指經有權於該股東會行使表決權之股東表決權數三分之二以上同意之決議。該股東得親自行使表決權或委託經充分授權之代理人（如允許委託代理人，須於股東會召集通知中載明該特別決議係特別決議)代為行使表決權。
「**分割**」	係指一公司將其得獨立營運之任一或全部之營業讓與既存或新設之他公司，作為既存或新設之受讓公司發行新股予為轉讓之該公司或該公司股東對價之行為。
「**簡易分割**」	指母公司與其持有百分之九十以上已發行股份之子公司進行分割，以母公司為受讓營業之既存公司，以子公司為被分割公司並取得全部對價。
「**法令**」	指開曼群島《公司法》(修訂版)。
「**從屬公司**」	指(i)公司持有其已發行有表決權之股份總數或資本總額超過半數之公司；(ii)公司、其從屬公司及控制公司直接或間接持有其已發行有表決權之股份總數或資本總額合計超過半數之公司；或(iii)公司直接或間接控制其人事、財務或業務經營之公司。
「**特別（重度）決議**」	指(i)由代表公司已發行股份總數三分之二或以上之股東（包括股東委託代理人）出席股東會，出席股東表決權過半數同意通過的決議，或(ii)若出席股東會的股東代表股份總數雖未達公司已發行股份總數三分之二，但超過公司已發行股份總數之半數時，由出席股東表決權三分之二或以上之同意通過的決議。
「**集保結算所**」	指臺灣集中保管結算所股份有限公司。
「**庫藏股**」	指依據法令登記於公司名下之庫藏股。

1.2 在本章程中：

(a)單數詞語包括複數含義，反之亦然；

(b)陽性詞語包括陰性含義；

(c)表述個人的單詞包括公司含義；

(d)「書面」和「以書面形式」包括所有以可視形式呈現的重述或複製之文字模式，包括以電子記錄形式；

(e)所提及任何法律或規章的規定應理解為包括該規定的修正、修改、重新制定或替代規定；

(f)帶有「包括」、「尤其」或任何類似之表達語句應理解為僅具有說明性質，不應限制其所描述之詞語的意義；

(g)標題僅作參考，在解釋這些條款之意義時應予忽略；

(h)《電子交易法》的第 8 部分不適用於本章程。

2. 營業開始

2.1 公司設立後，得於董事會認為適當之時點開始營業。公司經營業務，應遵守公開發行公司法令及商業倫理規範，得採行增進公共利益之行為，以善盡本公司之社會責任。

2.2 董事會得以公司資本或任何其他公司之款項支付因公司成立和設立而生之所有費用，包括登記費用。

3. 股份發行

3.1 根據法令、章程大綱、章程和公開發行公司法令（以及股東會上公司可能給予的任何指示）的相關規定（如有），在不損害現有股份所附屬權利的情況下，董事會可以在其認為適當的時間、按其認為適當的條件、向其所認為適當的人分配、發行、授與認股權或以其他方式處分股份，無論該股份是否有優先權，遞延權或其他權利或限制，無論是關於股利、表決權、資本返還或其他方面的內容。且公司有權贖回或買回任何或所有此等股份、分割或合併任何此等股份及就其資本之任一部或全部發行，不論是賦予優先或特別之權利或加上權利之遞延或其他任何條件或限制等，且因此除發行條件另有明文規定外，每一股份之發行不論係稱為普通股、特別股或其他，均應受前述公司權力之限制。

3.2 公司不得發行無記名股票。

3.3 公司不得發行任何未繳納股款或繳納部分股款之股份。

4. 股東名冊

4.1 董事會應在其所認為適當之處所備置一份股東名冊，惟如董事會對放置地點無決議時，股東名冊應放置在註冊處所。

4.2 如果董事會認為必要或適當，公司得於開曼群島境內或境外董事會認為適當之處所備置一份或數份股東分冊。股東總名冊和分冊應一同被視為本章程所稱之股東名冊。

4.3 股份在櫃買中心（或證交所，如有適用）交易時，該上市股份得依照其所適用之法律及櫃買中心（或證交所，如有適用）規定證明及轉讓所有權。本公司就股東名冊得按照法令第 40 條之規定記載股份詳細情況並加以保管，惟如上市股份適用之法律及櫃買中心（或證交所，如有適用）相關規定對記載格式另有規定者，從其規定。

5. 股東名冊停止過戶或認定基準日

5.1 為決定有權獲得股東會或股東會延會通知之股東，或有權在股東會或股東會延會投票之股東，或有權獲得股利之股東或為其他目的而需決定股東名單者，董事會應決定股東名冊之停止過戶期間，且該停止過戶期間不應少於公開發行公司法令規定之最低期間。

5.2 於依第 5.1 條之限制下，除股東名冊變更之停止外，或為取代股東名冊變更之停止，董事會為決定有權獲得股東會通知，或有權在股東會或股東會延會投票之股東名單，或為決定有權獲得股利或為任何其他目的而需決定股東名單時，得預先或延後指定一特定日作為基準日。董事會依本 5.2 條規定指定基準日時，董事會應依公開發行公司法令透過公開資訊觀測站公告該基準日。

5.3 有關執行股東名冊停止過戶期間的規則和程序，包括向股東發出有關停止變更期間的通知，應遵照董事會通過的政策（董事會可能隨時變更之），該相關政策應符合法令、章程大綱、章程和公開發行公司法令的規定。

6. 股票

6.1 除法令另有規定外，公司發行之股份應以無實體發行，並依公開發行公司法令洽集保結算所登錄發行股份之相關資料。僅於董事會決議印製股票時，股東始有權獲得股票。股票（如有）應根據董事會決定之格式製作。股票應由董事會授權的一名或多名董事簽署。董事會得授權以機械程序簽發有權簽名的股票。所有股票應連續編號或以其他方式識別之，並註明其所表彰的股份。為轉讓之目的提交公司的股票應依本章程規定予以註銷。於繳交並註銷與所表彰股份相同編號的舊股票之前，不得簽發新股票。

6.2 若董事會依第 6.1 條之規定決議印製股票時，公司應於依法令、章程大綱、章程及公開發行公司法令得發行股票之日起 30 日內，對認股人或應募人交付股票，並應依公開發行公司法令於交付股票前公告之。

6.3 股份不得登記為超過一位股東名下。

6.4 若股票經塗汚，磨損，遺失或損壞，得提出證據證明、賠償並支付公司在調查證據過程中所產生之合理費用以換發新股票，該相關費用由董事會定之，並（在塗汚或磨損的情況下）於交付舊股票時支付之。

7. 特別股

7.1 經三分之二或以上董事之出席及出席董事過半數通過之決議及股東會之特別決議，公司得發行較公司發行的普通股有優先權利的股份（「**特別股**」）。

7.2 在依第 7.1 條發行特別股之前，公司應修改章程並在章程中明定特別股的權利和義務，包括但不限於下列內容，而且特別股之權利及義務將不抵觸公開發行公司法令有關於特別股權利及義務之強制規定，變更特別股之權利時亦同：

(1)特別股分派股息及紅利之順序、定額或定率；

(2)特別股分派公司剩餘財產之順序、定額或定率；

(3)特別股股東行使表決權之順序或限制（包括無表決權等）；

(4)與特別股權利義務有關的其他事項；

(5)公司被授權或被強制要購回特別股時，其贖回之方法；於不適用贖回權時，其聲明。

8. 發行新股

8.1 公司發行新股，應經董事會三分之二以上董事之出席及出席董事過半數之同意。新股份之發行應限於公司之授權資本額內為之。

8.2 除股東於股東會另以普通決議為不同決議外，公司現金增資發行新股時，應公告及通知各股東其有優先認購權，得按照原有股份比例儘先分認。於決議發行新股之同一股東會，股東並得決議放棄優先認購權。公司應於前開公告中聲明，如股東未依指定之期限依原有股份比例認購新發行之股份者，則應視為喪失其優先認購權。在不違反第 6.3 條之規定下，如原有股東持有股份按比例不足以行使優先認購權認購一股新股者，數股東得依公開發行公司法令合併共同認購或歸併一人認購；如新發行之股份未經原有股東於指定期限內認購完畢者，公司得依公開發行公司法令將未經認購之新股於中華民國公開發行或洽由特定人認購之。

8.3 公司於中華民國境內辦理現金增資發行新股時，除董事會依據公開發行公司法令及／或金管會或櫃買中心（或證交所，如有適用）之指示而為公司無須或不適宜對外公開發行之決定外，應提撥發行新股總額之百分之十，在中華民國境內對外公開發行，但股東會另有較高提撥比率之決議者，從其決議。

8.4 股東之新股認購權得獨立於該股份而轉讓。新股認購權轉讓之規則和程序應依據公司制定的政策，且相關政策應符合法令、章程大綱、章程和公開發行公司法令。

8.5 第 8.2 條規定的股東優先認購權，在因下列原因或目的而發行新股時不適用：(a)與他公司合併，公司分割或公司重整有關；(b)與公司履行其認股權憑證及／或認股權契約之義務有關，包括第 11 條所提及者；(c)與公司履行可轉換公司債或附認股權公司債之義務有關；(d)與公司履行附認股權特別股之義務有關，(e)與私募有關，或(f)依據第 8.7 條所發行之限制性股份。

8.6 通知股東行使優先認購權的期間及其他規則和程序、實行方式，應依董事會所訂之政策制定，該相關政策應符合法令、章程大綱、章程和公開發行公司法令。

8.7 公司得以股東會特別（重度）決議發行予員工限制權利之新股（下稱「**限制性股份**」），第 8.2 條規定於發行限制性股份時不適用之。限制性股份之發行條款，包括其發行數量、發行價格及發行條件等應遵循公開發行公司法令之規定。

8.8 於不違反法令規定下，公司得以有代表已發行股份總數過半數股東之出席，出席股東表決權三分之二以上之同意辦理私募，其對象、有價證券種類、價格訂定及有價證券之轉讓限制等事項，應遵循公開發行公司法令。

8.9 公司於發行新股時，公司應即向各認股人催繳股款，以超過票面金額發行股票時，其溢額應與股款同時繳納。若認股人延欠應繳之股款時，公司應定一個月以上之期限催告該認股人照繳，並聲明逾期不繳失其權利。

8.10 公司已為前條之催告，認股人不照繳者，即失其權利，所認股份另行募集。

9. 股份轉讓

9.1 於不違反法令或公開發行公司法令之規定下，公司發行的股份應得自由轉讓。

9.2 於不違反章程和公開發行公司法令之規定下，股東得以簽署轉讓文件之方式轉讓股份。

9.3 於受讓人的名稱登記於公司股東名冊之前，讓與人應被視為股份持有者。

9.4 無論第 9.2 條之規定，於櫃買中心（或證交所，如有適用）交易股份之轉讓，在不違反公開發行公司法令的情況，董事會得以決議通過依櫃買中心（或證交所，如有適用）採用的有價證券轉讓方式為之。

10. 股份買回

10.1 於不違反法令、章程大綱及章程之情況下，公司得依據公開發行公司法令之規定，經董事會三分之二以上董事之出席及出席董事過半數決議之條件自櫃買中心（或證交所，如有適用）買回其股份。公司如決議依據章程自櫃買中心（或證交所，

如有適用）買回任何股份，該董事會決議及其執行情形，應依據公開發行公司法令於最近一次之股東會向股東報告，該報告義務於公司因故未執行買回計畫時，亦同。

10.2 董事會得於買回或贖回任何股份前決定該股份應作為庫藏股持有之。

10.3 在不違反法令、章程或公開發行公司法令之情形下，董事得決定註銷庫藏股或按其認為合理條件下轉讓庫藏股（包括但不限於無償）予員工。

10.4 縱有第 10.3 條之規定，如公司買回任何於櫃買中心（或證交所，如有適用）交易之股份，並作為庫藏股持有之（下稱「**買回庫藏股**」），任何將買回庫藏股以低於實際買回股份之平均價格（下稱「**平均買回價格**」）轉讓予員工之提議，應經最近一次股東會有代表已發行股份總數過半數股東之出席，出席股東表決權三分之二以上之同意，並應於該次股東會召集事由中列舉並說明下列事項，且不得以臨時動議提出。

10.5 依據第 10.4 條買回而轉讓予員工之庫藏股總數，於轉讓任何庫藏股之日累計不得超過公司已發行股份總數之百分之五，且累計轉讓予單一員工之庫藏股總數於轉讓予該員工任何庫藏股之日，累計不得超過公司已發行股份總數之千分之五。公司並得限制員工在不得超過二年之期間內不得轉讓該股份。

10.6 縱有第 10.1 條至 10.5 條之規定，在不違反法令及公開發行公司法令之情形下，公司得經股東會普通決議強制贖回或買回公司股份並註銷，惟該贖回或買回除法令或公開發行公司法令另有規定外，應依股東所持股份比例為之。就該贖回或買回之給付（如有）應經通過該贖回或買回之普通決議，以現金或公司特定財產之分配為之，惟(a)相關股份於贖回或買回時將被註銷且不會作為公司之庫藏股，且(b)於以現金以外之財產分配予股東時，其類型、價值及抵充數額應(i)於股東會決議前經中華民國會計師查核簽證，及(ii)經該收受財產股東之同意。

11. 員工激勵計畫

11.1 公司得經董事會以三分之二以上董事之出席及出席董事過半數同意之決議，通過一個以上之激勵措施並得發行股份或選擇權、認股權憑證或其他類似之工具給公司及從屬公司之員工。規範此等激勵計畫之規則及程序應與董事會所制訂之政策一致，並應符合法令、章程大綱、章程和公開發行公司法令。

11.2 依前述第 11.1 條發行之選擇權、認股權憑證或其他類似之工具不得轉讓，但因繼承者不在此限。

11.3 公司得依上開第 11.1 條所定之激勵計畫，與其員工及從屬公司之員工簽訂認股權契約，約定於一定期間內，員工得認購特定數量的公司股份。此等契約之條款對相關員工之限制不得低於其所適用之激勵措施所載條件。

11.4 公司及其從屬公司之董事非本章程第 11 條所訂員工激勵計畫之對象,但倘董事亦為公司或其從屬公司之員工，該董事得基於員工身分（而非董事身分）參與員工激勵計畫。

12. 股份權利變更

12.1 無論公司是否處於清算程序，在任何時候，如果公司資本被劃分為不同種類的股份，則需經該類股份持有人之股東會特別決議始可變更該類股份所附屬之權利，但該類股份發行條件另有規定者不在此限。縱有前述規定，如果章程的任何修改或變更損害了任一種類股份的優先權 ,那麼該相關修改或變更應經特別決議通過，並應經該類股份股東個別之股東會的特別決議通過。

12.2 章程中與股東會有關的規定應適用於每一相同種類股份持有者的會議。

12.3 股份持有人持有發行時附有優先權或其他權利之股份者，其權利不因創設或發行與其股份順位相同之其他股份而被視同變更，但該類股份發行條件另有明確規定者不在此限。

13. 股份移轉

13.1 如果股東死亡，若該股份為共同持有時其他尚生存之共同持有人，或該股份是單獨持有時其法定代理人，為公司所認定唯一有權享有股份權益之人。死亡股東之財產就其所共有之股份所生之義務不因死亡而免除。

13.2 因股東死亡、破產、清算、解散或者因轉讓之外的任何其他情形而對股份享有權利的人，應以書面通知公司，且在董事會所可能要求的相關證據完成後，得寄發書面通知，選擇成為該相關股份之持有人或指定特定人成為該股份之持有人。

14. 章程大綱和章程的修改和資本變更

14.1 在不違反法令和章程就應經股東會普通決議處理事項之規定的情形下，公司應以特別決議為下列事項：

(a)變更其名稱；

(b)修改或增加章程；

(c)修改或增加章程大綱有關宗旨、權力或其他特別載明的事項；

(d)減少其資本和資本贖回準備金；及

(e)根據公司於股東會之決定，增加決議所規定的股本或註銷任何在決議通過之日尚未為任何人取得或同意取得的股份。但於變更額定資本額之情形，公司亦應向股東會提出修改。

14.2 在不違反法令和公開發行公司法令的情形下，公司非經特別（重度）決議不得為下列事項：

(a)出售、讓與或出租公司全部營業或對股東權益有重大影響的其他事項；

(b)解任任何董事；

(c)許可一個或多個董事為其自身或他人為屬於公司營業範圍內的其他商業活動的行為；

(d)使可分配股利及／或紅利及／或其他依第 35 條所規定款項之資本化；

(e)合併（不包括簡易合併）、分割（不包括簡易分割）或私募，但符合法令定義之合併應同時符合法令之規定；

(f)締結、變更或終止關於公司出租全部營業、委託經營或與他人經常共同經營之協議；

(g)股份轉換；

(h)讓與其全部或主要部分之營業或財產，但前述規定不適用於因公司解散所進行的轉讓；或

(i)取得或受讓他人的全部營業或財產而對公司營運有重大影響者。

14.3 在不違反法令、章程及公開發行公司法令所訂法定出席股份數門檻之規定下，有關公司解散之程序：

(a)如公司係因無法於其債務到期時清償而決議自願解散者，公司應以股東會普通決議為之；或

(b)如公司係因前述第 14.3 條(a)款以外之事由而決議自願解散者，公司應以特別決議為之。

14.4 在不違反法令及公開發行公司法令之情形下，公司應就下列事項於股東會由代表公司已發行股份總數三分之二以上股東同意之決議為之：

(a) 公司依公開發行公司法令參與合併，公司為消滅公司致終止上櫃，且該合併之存續公司或新設公司非於證交所上市之公司或於財團法人中華民國證券櫃檯買賣中心上櫃之公司者；

(b) 公司依公開發行公司法令為概括讓與或讓與營業或財產而致終止上櫃，且該受讓公司非於證交所上市之公司或於財團法人中華民國證券櫃檯買賣中心上櫃之公司者；

(c) 公司依公開發行公司法令進行股份轉換，因股份轉換致終止上櫃，且該股份轉換之既存或新設公司非於證交所上市之公司或於財團法人中華民國證券櫃檯買賣中心上櫃之公司者；及

(d) 公司依公開發行公司法令進行分割，因分割致終止上櫃，且該既存或新設之受讓公司非於證交所上市之公司或於財團法人中華民國證券櫃檯買賣中心上櫃之公司。

15. 註冊處所

在不違反法令規定之情形下，公司得通過董事會決議變更其註冊處所之地點。

16. 股東會

16.1 除年度股東常會外之所有股東會，應稱為股東臨時會；

16.2 公司應於每一會計年度終了後六個月內召開一次股東會作為年度股東常會，並應在股東會召集通知中詳細說明。在這些會議上董事會應作相關報告（如有）。

16.3 公司應每年舉行一次年度股東常會；

16.4 股東會應於董事會指定之時間及地點召開，惟除法令或本條另有規定外，股東會應於中華民國境內召開。如在中華民國境外召開股東會，相關程序及核准應依中華民國相關主管機關之規定辦理。於中華民國境外召開股東會時，公司應委任中華民國之專業股務代理機構，受理該等股東會行政事務（包括但不限於受理股東委託投票事宜）。

16.5 董事會得召集股東會，且於經股東請求時，應立即進行公司股東臨時會之召集；

16.6 前條股東請求是指在股東提出請求日持有不低於當時已發行股份總數百分之三的股份，並且持有該股份至少一年之股東所作出的請求；

16.7 前條股東之請求，必須以書面記明提議事項及理由，並由提出請求者簽名，交存於註冊處所，且得由格式相似的數份文件構成，每一份由一個或多個請求者簽名；

16.8 如董事會於股東提出請求日起十五日內未為股東臨時會召集之通知，則提出請求之股東得依據公開發行公司法令自行召集股東臨時會。

16.9 繼續三個月以上持有已發行股份總數過半數股份之股東，得自行召集股東臨時會。股東持股期間及持股數之計算，以停止股票過戶時之持股為準。

16.10 依公開發行公司法令，審計委員會之獨立董事成員除董事會不為召集或不能召集股東會而為召集外，亦得為公司利益，於必要時，召集股東會。

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，
惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

17. 股東會通知

17.1 任何年度股東常會之召集，應至少於三十日前通知各股東，任何股東臨時會之召集，應至少於十五日前通知各股東。每一通知之發出日或視為發出日及送達日應不予計入。股東會通知應載明會議地點、日期、時間和召集事由，並應以下述方式發出，或經股東同意者，以電子方式發出，或以公司規定的其他方式發出。但如果經所有有權參加該股東會之股東（或其代理人）同意，則無論本章程所規定的通知是否已發出，也無論是否遵守章程有關股東會的規定，該公司股東會均應被視為已合法召集。

17.2 倘公司非因故意而漏向有權獲得通知之任一股東發出股東會通知，或其未收到股東會會議通知，該股東會會議之程序不因此而無效。

17.3 公司應於股東常會開會三十日前或股東臨時會開會十五日前，將股東會開會通知書、委託書用紙、有關承認案、討論案、選任或解任董事事項等各項議案之案由及說明資料製作成電子檔案傳送至公開資訊觀測站。公司股東會採行書面行使表決權者，並應將前開資料及書面行使表決權用紙，併同寄送給股東。

17.4 董事會並應依公開發行公司法令準備股東會議事手冊和補充資料供股東索閱，並陳列於公司及其股務代理機構，且應於股東會現場發放，並應依公開發行公司法令所規定之期限傳送至公開資訊觀測站。

17.5 與(a)選舉或解任董事，(b)修改章程，(c)減資，(d)申請停止公開發行，(e)(i)解散，合併（不包括簡易合併）、股份轉換（不包括簡易股份轉換）或分割（不包括簡易分割），(ii)訂立、修改或終止關於出租公司全部營業，或委託經營，或與他人經常共同經營之契約，(iii)讓與公司全部或主要部分營業或財產，(iv)受讓他人全部營業或財產而對公司營運有重大影響者，(f)許可董事為其自己或他人從事公司營業範圍內事務的行為，(g)以發行新股方式分配公司全部或部分盈餘，(h)將法定盈餘公積及因發行股票溢價或受領贈與所得之資本公積，以發行新股方式分配與原股東，及(i)公司私募發行具股權性質之有價證券等有關的事項，應載明於股東會通知並說明其主要內容，且不得以臨時動議提出；其主要內容得置於中華民國證券主管機關或公司指定之網站，並應將其網址載明於通知中。

17.6 董事會應在公司之登記機構（如有適用）及公司位於中華民國境內之股務代理機構之辦公室備置公司章程、股東會議事錄、財務報表、股東名冊以及公司發行的公司債存根簿。股東得檢具利害關係證明文件，指定查閱範圍，隨時請求檢查、查閱、抄錄或複製；公司並應令股務代理機構提供。董事會或其他召集權人召集股東會者，得請求公司或股務代理機構提供股東名簿。

17.7 公司應依公開發行公司法令及法令之規定，將董事會準備的所有表冊，以及審計委員會準備之報告書（如有），備置於其登記機構（如有適用）及其位於中華民

國境內之股務代理機構之辦公室。股東可隨時檢查和查閱前述文件，並可偕同其律師或會計師進行檢查和查閱。

18. 股東會事項

18.1 除非出席股東代表股份數達到法定出席股份數，股東會不得為任何決議。除章程另有規定外，代表已發行股份總數過半數之股東親自或委託代理人出席，應構成股東會之法定權數。

18.2 董事會應根據公開發行公司法令之要求，提交其為年度股東常會所準備的營業報告書、財務報表、及盈餘分派或虧損撥補之議案供股東承認或同意，經股東會承認或同意後，董事會應根據公開發行公司法令，將經承認的財務報表及其副本、公司盈餘分派或虧損撥補決議分發給每一股東或於公開資訊觀測站以公告為之。

18.3 除本章程另有明文規定及不違反公開發行公司法令之外，如果在指定為股東會會議之時間開始時出席股東代表股份數未達法定出席股份數，或者在股東會會議進行中出席股東代表股份數未達法定出席股份數者，主席得宣布延後開會，但其延後次數以二次為上限，且延後時間合計不得超過一小時。如股東會經延後二次開會但出席股東代表股份數仍不足法定出席股份數時，主席應宣布該股東會流會。如仍有召集股東會之必要者，則應依章程規定重行召集一次新的股東會。

18.4 股東會如由董事會召集者，其主席應由董事長擔任之，董事長請假或因故不能行使職權時，由副董事長代理之，無副董事長或副董事長亦請假或因故不能行使職權時，由董事長指定董事一人代理之，董事長未指定代理人或所指定之代理人因故不能行使代理職權時，應由其他出席之董事互推一人代理之。股東會如由董事會以外之其他召集權人召集者，主席由該召集權人擔任之，召集權人有二人以上時，應互推一人擔任之。

18.5 在會議上進行投票的決議應通過投票方式決定。在會議上進行投票的決議不得以舉手表決之方式決定之。在需要投票並計算多數決時，需注意章程授予每一股東的投票數。

18.6 在票數相同的情況下，主席均無權投下第二票或決定票。

18.7 章程任何內容不得妨礙任何股東向有管轄權之法院提起訴訟，以尋求與股東會召集程序之不當或不當通過決議有關的適當救濟，因前述事項所生之爭議應以臺灣臺北地方法院為第一審管轄法院。

18.8 除法令、章程大綱或章程另有明文規定外，任何於股東會上提出交由股東決議、同意、採行、確認者，應以普通決議為之。

18.9 於相關之股東名冊停止過戶期間前持有已發行股份總數百分之一以上股份之股東，得於由董事會制訂並經股東會普通決議同意之股東會議事規則所規定之範圍

內，依該規則以書面或電子受理方式向公司提出股東常會議案。除有下列情形之一者外，董事會應將股東之提案列為議案：(a)提案股東持股未達已發行股份總數百分之一者，(b)該議案事項非股東會所得決議者，(c)該提案股東提案超過一項者，(d)議案超過三百字者，或(e)該議案於公告受理期間外提出者。依公開發行公司法令之規定，股東提案係為敦促本公司增進公共利益或善盡社會責任之建議者，董事會得列入議案。

19. 股東投票

19.1 在不影響其股份所附有之任何權利或限制下，每一親自出席或委託代理人出席之股東於進行表決時，就其所持有的每一股份均有一表決權。

19.2 除已在認定基準日被登記為股東，或者已繳納相關催繳股款或其他款項者外，任何人均無權在任何股東會或個別種類股份持有者的個別會議上行使表決權。

19.3 有表決權之股東對行使表決權者資格提出異議者，應提交主席處理，主席的決定具有終局決定性。

19.4 表決得親自進行或透過代理人進行。一股東僅得以一份委託書指定一個代理人出席會議並行使表決權。

19.5 持有超過一股以上的股東就任何決議應以相同方式行使其持有股份之表決權。惟股東係為他人持有股份時，股東得主張在不違反法令之範圍內依據公開發行公司法令分別行使表決權。

19.6 公司召開股東會時，應將電子方式列為表決權行使管道之一，並得採行以書面方式行使表決權。公司於中華民國境外召開股東會者，應提供股東得採行以書面或電子方式行使表決權。如表決權以書面投票或電子方式行使時，行使表決權之方式應載明於寄發予股東之股東會通知，其以書面投票或電子方式行使表決權意思表示應於股東會開會二日前送達公司，意思表示有重複時，以最先送達者為準。以前述方式行使表決權的股東應被視為已指派股東會主席為其代理人，以書面文件或電子文件中指示方式在股東會中行使其股份之表決權。惟此種指派不應視為依公開發行公司法令之委託代理人。擔任代理人之主席無權就書面或電子文件中未提及或載明之任何事項而行使該等股東之表決權，亦不應就股東會中提案之任何原議案之修訂或任何臨時動議行使表決權。以此種方式行使表決權之股東應視為已拋棄其就該次股東會之臨時動議及／或原議案之修正之通知及表決權之權利。如股東會主席未依該等股東之指示代為行使表決權，則該股份數不得算入已出席股東之表決權數，惟應算入計算股東會最低出席人數時之股數。

19.7 倘股東依第 19.6 條之規定向公司送達其以書面或電子方式行使表決權之意思表示後，至遲得於股東會開會前二日前，以與行使表決權相同之方式，另向公司送達其欲撤銷其之前行使表決權之意思表示，且該等撤銷構成依據第 19.6 條指派股東

會主席為其代理人之意思表示之撤銷。倘股東依據第 19.6 條以書面或電子方式行使表決權之意思表示後，超過前述撤銷其意思表示之期限者，依據第 19.6 條視為指派股東會主席為其代理人之意思表示將無法撤銷，並應由主席在股東會中代為行使其股份之表決權。

19.8 倘股東已按第 19.6 條之規定指派主席為代理人透過書面投票或電子方式行使表決權者，仍以委託書委託其他代理人出席股東會者，則其後之委託其他代理人應視為已撤銷按第 19.6 條規定對於主席為代理人之指派。

20. 代理

20.1 委託代理人之委託書應以書面為之，由委託人或其正式授權的被授權人書面簽署。如委託人為公司時，則由其正式授權的高級職員或被授權人進行簽署。代理人不需要是公司股東。

20.2 出席股東會委託書之取得，應受下列限制：

(a)委託書之取得不得以金錢或其他利益為交換條件。但代公司發放股東會紀念品或徵求人支付予代為處理徵求事務者之合理費用，不在此限。

(b)委託書之取得不得以他人名義為之。

(c)徵求取得之委託書不得作為非屬徵求之委託書以出席股東會。

20.3 除股務代理機構外，受託代理人所受委託之人數不得超過三十人。受託代理人受三人以上股東委託者，應於股東會開會五日前，依其適用之情形檢附下列文件送達公司或其股務代理機構：(a)聲明書聲明委託書非為自己或他人徵求而取得；(b)委託書明細表乙份，及(c)經簽名或蓋章之委託書。

20.4 股東會無選舉董事之議案時，公司得委任股務代理機構擔任股東之受託代理人。相關委任事項應於該次股東會委託書使用須知載明。股務代理機構受委任擔任受託代理人者，不得接受任何股東之全權委託，並應於公司股東會開會完畢五日內，將委託出席股東會之委託明細、代為行使表決權之情形，契約書副本及中華民國證券主管機關所規定之事項，製作受託代理出席股東會彙整報告，並備置於股務代理機構處。

20.5 除股東依照第 19.6 條規定指派股東會主席為代理人透過書面投票或電子方式行使表決權，或根據中華民國法律組織的信託事業，或依公開發行公司法令核准的股務代理機構外，一人同時受兩人以上股東委託時，其代理的有權表決權數不得超過股票停止過戶前已發行股份總數表決權的百分之三；超過時其超過的表決權，不予計算。為免疑義，依第 20.4 條經公司委任之股務代理機構所代理之股數，不受前述已發行股份總數表決權百分之三之限制。

20.6 受三人以上股東委託之受託代理人，其代理之股數不得超過其本身持有股數之四倍，且不得超過已發行股份總數之百分之三。

20.7 倘股東以書面投票或電子方式行使表決權，並委託受託代理人出席股東會，以受託代理人出席行使之表決權為準。如任何股東於委託代理人出席股東會後欲親自出席股東會或欲以書面或電子方式行使表決權者，應於股東會開會二日前，以書面向公司為撤銷委託之通知。逾期撤銷者，以委託代理人出席行使之表決權為準。

20.8 一股東以出具一委託書，並以委託一人為限。委託書應於股東會開會五日前送達公司註冊處所，或送達在股東會召集通知或公司寄出之委託書上所指定之處所。公司收受之委託書有重複時，除該股東於後送達之委託書中以書面明確撤銷先送達之委託書外，以最先送達於公司者為準。

20.9 委託書應以公司核准之格式為之，並載明僅為特定股東會所為。委託書格式內容應至少包括(a)填表須知、(b)股東委託行使事項及(c)股東、受託代理人及徵求人（如有）基本資料等項目，並與股東會召集通知同時提供予股東。此等通知及委託書用紙應於同日分發予所有股東。

20.10 股東會有選舉董事之議案者，委託書於股東會開會前應經公司之股務代理機構或其他股務代理機構予以統計驗證。其驗證內容如下：

(a)委託書是否為基於公司權限所印製；

(b)委託人是否簽名或蓋章於委託書上；

(c)委託書上是否填具徵求人或受託代理人（依其適用之情形）之姓名，且其姓名是否正確。

20.11 委託書、議事手冊或其他會議補充資料、徵求人徵求委託書之書面及廣告、委託書明細表、基於公司權限印發之委託書用紙及其他文件資料之應記載主要內容，不得有虛偽或欠缺之情事。

20.12 根據委託書條款所為之表決，除公司在委託書所適用之該股東會或股東會延會開始前二日前，於註冊處所收到書面通知外，其所代理之表決均屬有效。前揭通知應敘明撤銷委託之原因係因被代理人於出具委託書時不具行為能力或不具委託權力者或其他事由。

20.13 委託受託代理人之股東得於股東會後七日內應有權向公司或其股務代理機構請求查閱該委託書之使用情形。

20.14 公司於中華民國境外召開股東會時，應於中華民國境內委託專業股務代理機構，受理股東投票事宜。

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

21. 委託書徵求

除法令及章程另有規定外，委託書徵求之相關事宜，悉依照中華民國公開發行公司出席股東會使用委託書規則之規定辦理。

22. 異議股東股份收買請求權

22.1 在下列決議為股東會通過的情況下，於會議前或集會中已以書面或以口頭（並經記錄）通知公司其反對該項決議之意思表示，放棄表決權的股東，可請求公司以當時公平價格收買其所有之股份：

(a)公司締結，修改或終止有關出租公司全部營業，委託經營或與他人經常共同經營的契約；

(b)公司轉讓其全部或主要部分的營業或財產，但公司因解散所為的轉讓不在此限；

(c)公司受讓他人全部營業或財產，對公司營運產生重大影響者；

(d)公司營業之任一部分被分割（不包括簡易分割）；

(e)公司與另一公司進行合併（不包括簡易合併）；

(f)公司另一公司進行收購；或

(g)公司另一公司進行股份轉換（不包括簡易股份轉換）。

22.2 除公開發行公司法令及法令另有規定外，如在簡易合併、簡易分割或簡易股份轉換之情況，公司百分之九十以上已發行有表決權之股份被其他參與合併、分割或股份轉換之公司持有者，公司應於董事會決議合併、分割或股份轉換後，立即通知每位股東，並聲明股東得依公開發行公司法令於一定期限內提出書面異議，要求公司以當時公平價格收買其所有之股份。

22.3 在不違反法令之情形下，前兩條所規定的請求應在決議日起二十日內，提出記載請求買回之股份種類、數額及收買價格的書面請求於公司。在公司與提出請求的股東就該股東所持股份之收買價格（以下稱「**股份收買價格**」）達成協定的情況下，公司應在決議日起九十日內支付價款。未達成協議者，公司應自決議日起九十日內，依其所認為之公平價格支付價款予未達成協議之股東；公司未支付者，視為同意股東請求收買之價格。在公司未能在決議日起六十日內與股東達成協定的情況下，公司應在該六十日期限之後的三十日內，以全體未達成協議之股東為相對人，聲請中華民國有管轄權的法院為股份收買價格之裁定，並得以臺灣臺北地方法院為第一審管轄法院。該法院所作出的裁定對於公司和提出請求的股東之間僅就有關股份收買價格之事項具有拘束力和終局性。

22.4 前述股份收買價款的支付應與股票的交付同時為之，且股份的移轉應於受讓人之姓名登錄於股東名冊時生效。

23. 法人股東

任何公司組織或其他非自然人為股東時，其得根據其組織文件，或如組織文件沒有關規範時以董事會或其他有權機關之決議，授權其認為適當之人作為其在公司會議或任何類別股東會的代表，該被授權之人有權代表該法人股東行使與作為個人股東所得行使之權利相同的權利。

24. 無表決權股份

24.1 公司持有自己之股份者（包括透過從屬公司持有者）不得在任何股東會上直接或間接行使表決權，亦在任何時候不算入已發行股份之總數。

24.2 對於股東會討論之事項，有自身利害關係且其利益可能與公司之利益衝突的股東，就其所持有的股份，不得在股東會上就此議案加入表決，但為計算法定出席股份數門檻之目的，此等股份仍應計入出席該股東會股東所代表之股份數。前述股東亦不得代理其他股東行使表決權。

24.3 董事以其所持股份設定質權者，應將設定情事通知公司。董事以股份設定質權超過選任當時所持有之公司股份數額二分之一時，其超過之股份不得行使表決權，不算入已出席股東之表決權數。

25. 董事

25.1 公司董事會，設置董事人數（包括獨立董事）五人至十一人，每一董事任期三年，得連選連任。於符合相關法令要求（包括但不限於對上市櫃公司之要求）之前提下，公司得於前述董事人數範圍內隨時以董事會決議增加或減少董事的人數。

25.2 除經主管機關核准者外，董事間應有超過半數之席次，不得具有配偶關係或二親等以內之親屬關係。

25.3 公司召開股東會選任董事，當選人不符第 25.2 條之規定時，於符合第 25.2 條要求之範圍內，不符規定之董事中所得選票代表選舉權較低者，其當選應視同失效。已充任董事違反前述規定者，當然解任。

25.4 除公開發行公司法令另有規定者外，應設置獨立董事人數不得少於三（3）人。就公開發行公司法令要求之範圍內，獨立董事其中至少一人應在中華民國境內設有戶籍，且至少一名獨立董事應具有會計或財務專業知識。

25.5 獨立董事應具備專業知識，且於執行董事業務範圍內應保持獨立性，不得與公司有直接或間接之利害關係。獨立董事之專業資格、持股與兼職限制、獨立性之認定，應依公開發行公司法令之規定。

25.6 繼續六個月以上持有公司已發行股份總數百分之一以上之股東，得以書面請求審計委員會之任一獨立董事成員為公司對董事提起訴訟，並得以有管轄權之法院為訴訟管轄法院。股東提出請求後三十日內，獨立董事不提起訴訟時，股東得為公司提起訴訟，並得以有管轄權之法院為訴訟管轄法院。

26. 董事會權力

26.1 於符合法令，章程大綱和章程以及依股東會普通決議、特別決議以及特別（重度）決議所作指示之情形下，公司業務應由可以行使公司全部權力的董事會管理之。如果在對章程大綱或章程進行變更或股東會作出前述任何指示前，董事會所為的行為是有效的，則對章程大綱或章程所為的變更及前述相關指示的作出，不得使董事會的該等先前行為無效。合法召集之董事會於符合法定出席人數時，得行使所有董事會得行使之權力。

26.2 所有支票、本票、匯票和其他可流通票據以及向公司支付款項的所有收據，應以董事會決議所決定之方式為簽名、簽發、承兌、背書或以董事會決議之其他方式簽署。

26.3 董事會得行使公司全部權力，而為公司進行借款、對公司之保證、財產和未催繳之股本設定抵押或收取全部或部分費用，或以直接購買或是作為公司或任何第三人債務、責任或義務的擔保之用而發行債券、信用債券、設定抵押、公司債券或其他相關證券。

26.4 公司得購買董事責任保險，且董事會應參考中華民國國內及海外同業水準決議該保險之相關條件。

26.5 董事應忠實執行業務並盡善良管理人之注意義務，如有違反致公司受有損害者，負損害賠償責任。公司得以股東會普通決議，將該違反義務行為之所得，當作該違反義務行為係為公司利益所為而視其為公司之所得。如董事對於公司業務之執行，因違反法令致公司受有損害時，該董事應對公司負賠償之責。以上義務，於經理人亦有適用。

27. 董事任命和免職

27.1 公司得於任何股東會以多數決，或低於多數時以最多票決，選任任何人為董事，此等投票應依下述第 27.2 條計票。公司得以特別（重度）決議解任任一董事。有代表公司已發行股份總數過半數之股東出席（親自出席或委託出席）者，應構成選舉一席或以上董事之股東會之法定出席股份數。

27.2 董事之選舉應依票選制度採行累積投票制，其程序由董事會通過且經股東會普通決議採行之，每一股東得行使之投票權數與其所持之股份乘上應選出董事人數之數目相同（以下稱「**特別投票權**」），任一股東行使之特別投票權總數得由該股東依其選票所指明集中選舉一名董事候選人，或分配選舉數董事候選人。無任一投票權限於特定種類、派別或部別，且任一股東均應得自由指定是否將其所有投票權集中於一名或任何數目之候選人而不受限制。由所得選票代表投票權較多之候選人，當選為董事。如選任超過一名以上之董事時，由所得選票代表投票權較其他候選人為多者，當選為董事。該累積投票制度的規則和程序，應隨時符合董事會所制定並經股東會普通決議通過的政策，該政策應符合章程大綱，章程和公開發行公司法令的規定。

27.3 董事會應採用符合公開發行公司法令之候選人提名制度。該候選人提名的規則和程序應符合董事會所擬訂並經股東會普通決議通過的政策，該政策應符合法令，章程大綱，章程和公開發行公司法令的規定。

27.4 法人為股東時，得由其代表人當選為董事。代表人有數人時，並得分別當選。

28. 董事職位之解任

28.1 本章程縱有相反之規定，公司得於董事任期未屆滿前改選全體董事，並按第 27.1 條規定選舉新任董事，且現任董事除通過改選之決議另有決議外，應視為於股東會改選全體董事時（在任期屆滿前）解任。

28.2 任一董事如果發生下列情事之一者，該董事應當然解任：

(a) 其以書面通知公司辭任董事職位；

(b) 其死亡，破產或廣泛地與其債權人為協議或和解；

(c) 其被有管轄權法院或官員以其為或將為心智缺陷，或因其他原因而無法處理自己事務為由而作出裁決，或依其所適用之法令其行為能力受限制；

(d) 曾犯組織犯罪防制條例規定之罪，經有罪判決確定，尚未執行、尚未執行完畢，或執行完畢、緩刑期滿或赦免後未逾五年；

(e) 其因刑事詐欺、背信或侵占罪，經宣告一年以上有期徒刑確定，尚未執行、尚未執行完畢，或執行完畢、緩刑期滿或赦免後未逾二年；

(f) 曾犯貪污治罪條例所定之罪，經判決有罪確定，尚未執行、尚未執行完畢，或執行完畢、緩刑期滿或赦免後未逾二年；

(g) 其使用票據經拒絕往來尚未期滿；

(h) 受破產之宣告或經法院裁定開始清算程序，尚未復權；

(i) 無行為能力或限制行為能力；

(j) 受輔助宣告尚未撤銷；

(k) 董事（不含獨立董事）在任期中轉讓股份超過選任當時所持有公司股份數額二分之一時；

(l) 經股東會特別（重度）決議解任其董事職務；或

(m) 董事若在其執行職務期間所從事之行為對公司造成重大損害，或嚴重違反相關適用之法律及／或規章或章程大綱和章程，但未經公司依特別（重度）決議將其解任者，則持有已發行股份總數百分之三以上股份之股東有權自股東會決議之日起三十日內，以公司之費用，訴請有管轄權之法院解任該董事，而該董事應於該有管轄權法院為解任董事之終局判決時被解任之。為免疑義，倘一相關法院有管轄權而得於單一或一連串之訴訟程序中判決前開所有事由者，則為本條款之目的，終局判決應係指該有管轄權法院所為之終局判決。

(n) 如董事當選人有前項第(b)、(c)、(d)、(e)、(f)、(g)、(h)、(i)或(j)款情事之一者，該董事當選人應被取消董事當選人之資格。董事（不含獨立董事）當選人於就任前轉讓超過選任當時所持有之公司股份數額二分之一時，或於股東會召開前之停止股票過戶期間內，轉讓持股超過二分之一時，其當選失其效力。

29. 董事會事項

29.1 董事會得訂定董事會進行會議所需之最低法定出席人數，除董事會另有訂定外，法定出席人數應為超過經選任之董事總席次的一半。董事因故解任，致不足五人者，公司應於最近一次股東會補選之。如公司董事會缺額席次達經選任之董事總席次三分之一時，董事會應於六十日內召開股東會補選董事以填補缺額。

29.2 除公開發行公司法令另有規定外，獨立董事因故解任，致人數不足三人時，公司應於最近一次股東會補選之。除公開發行公司法令另有規定外，所有獨立董事均解任時，董事會應於六十日內，召開股東臨時會補選獨立董事以填補缺額。

29.3 於符合章程規定之情形下，董事會得以其認為適當的方式規範其程序。任何提議應經由多數決決定。在得票數相等的情況下，主席不得投下第二票或決定票。

29.4 出席董事會人員得透過視訊會議方式出席董事會或董事委員會。以該方式參加會議者，視為親自出席。本公司董事會或董事委員會召開之地點與時間，應於本公司所在地及辦公時間或便於董事出席且適合董事會或董事委員會召開之地點及時間為之。

29.5 任一董事或經任一董事授權之本公司高級職員者得召集董事會，並應至少於七日前以書面通知（得傳真或電子郵件通知）每一董事，該通知並應載明討論事項之概述。但有緊急情事時，得於依據公開發行公司法令發出召集通知後隨時召集之。

29.6 續任董事得履行董事職務不受部分董事因解任而職位空缺之影響，惟如續任董事之人數低於章程所規定的必要董事人數時，續任董事僅得召集股東會，不得從事其他行為。

29.7 董事會應依其決議訂定董事會之議事規則，並將該議事規則提報於股東會，且該議事規則應符合章程及公開發行公司法令之規定。

29.8 對於任何董事會或董事委員會所做成的行為，即便其後發現董事選舉程序有瑕疵，或相關董事或部分董事不具備董事資格，該行為仍與經正當程序選任之董事或董事具備董事資格的情況下所作出的行為具有同等效力。

29.9 董事得以書面委託代理人代理出席董事會。代理人應計入法定出席人數，代理人在任何情況下所進行的投票應視為原委託董事的投票。

30. 董事利益

30.1 董事在其任董事期間，可同時擔任本公司任何其他帶薪職位，其期間、條件及報酬等董事會得決定之。

30.2 董事之報酬僅得以現金給付。該報酬之金額應由董事會決定且應參酌董事對公司經營之服務範圍與價值及中華民國國內及海外之同業給付水準。

30.3 除法令或公開發行公司法令另有禁止外，董事得以個人或其公司的身份在專業範圍內代表本公司，該董事個人或其公司有權就其提供之專業服務收取相當於如其非為董事情況下的同等報酬。

30.4 董事如在公司業務範圍內為自己或他人從事行為，應在從事該行為之前，於股東會上向股東揭露該等利益的主要內容，並在股東會上取得特別（重度）決議許可。如果董事違反本條規定，為自己或他人為該行為時，股東得以普通決議，要求董事交出自該行為所獲得的任何和所有收益，但自相關所得發生後逾一年者，不在此限。

30.5 董事對董事會議事項有自身利害關係時，應於當次董事會說明其自身利害關係之重要內容。董事之配偶、二親等內血親，或與董事具有控制從屬關係之公司，就會議之事項有利害關係者，視為董事就該事項有自身利害關係；如董事對於會議之事項有自身利害關係致有害於公司利益之虞者，不得行使表決權或代理其他董事行使表決權，根據上述規定不得行使表決權或代理行使表決權的董事，其表決權不應計入已出席董事會會議董事的表決權數。公司於進行併購時，公司董事就

併購交易有自身利害關係時，應向董事會及股東會說明其自身利害關係之重要內容及贊成或反對併購決議之理由。

31. 議事錄

董事會應將有關董事會對高級職員的所有任命、公司會議事項、任何種類股份持有股東之股東會、董事會及董事委員會，包括每一會議出席董事的姓名等事項，集結成議事錄並整理成冊。

32. 董事會權力之委託

32.1 董事會得於遵守公開發行公司法令之情形下，將其任何權力委託給由一位或多位董事所組成的委員會行使。如果認為需要常務董事或擔任其他行政職位的董事行使相關權力，亦得委託常務董事或擔任其他行政職位的董事行使之，但倘若受委託之常務董事中止董事一職，對常務董事的委託應撤回。任何此種委託得受董事會所訂定之條件約束，附屬於或獨立於董事會之權力，並得撤回和變更。於章程中規範董事會事項的內容有所調整時，前述董事委員會亦應受章程中規範董事會事項之規範（如得適用時）。

32.2 董事會得設立委員會，並得任命任何人為經理或管理公司事務之代理人，並得指定任何人作為委員會的成員。任何此種指定應受董事會所訂定之條件約束，附屬於或獨立於董事會之權力，並得撤回和變更。於章程中規範董事會事項的內容有所調整時，前述相關委員會亦應受其規範（如得適用時）。

32.3 董事可以根據董事會訂定之條件，以委託書授權或其他方式指定公司代理人，但該委託不得排除董事自身權力，且該委託得於任何時候由董事撤回。

32.4 董事會可經由授權委託書或其他方式指定任何公司，事務所、個人或主體（無論由董事會直接提名或間接提名）作為公司之代理人或有權簽署人，在董事會認為適當的條件與期間下，擁有相關權力、授權及裁量權（惟不得超過根據本章程董事會所擁有或得以行使的權力）。任何授權和其他委託，可包含董事會認為適當，有關保護進行委託或授權簽署事項人員和為其提供方便的規定。董事亦得授權相關代理人或授權簽署人將其所擁有的權力、授權及裁量權再為委託。

32.5 在不違反喪失資格和解任的相關規定下，董事會應選舉董事長，且得以其認為適當的條件和薪酬指定其認為必要的其他高級職員，履行其認為適當的義務，除非其任命條件另有說明，否則得透過董事會決議解雇該高級職員。

32.6 不管本條（第 32 條）是否有任何相反之規定，除公開發行公司法令另有規定外，董事會應設立由全體獨立董事組成的審計委員會，其中一人為召集人，且在公開發行公司法令要求之範圍內，至少有一人需具有會計或財務專長。審計委員會決

議應經該委員會半數或超過半數成員同意。審計委員會規則和程序應符合隨時經審計委員會成員提案並經董事會通過的政策，相關政策應符合法令、章程大綱、章程及公開發行公司法令之規定與金管會或櫃買中心（或證交所，依其所適用之情形）之指示或要求（如有）。此外，董事會應依其決議訂定審計委員會組織規程，且該規程應符合章程及公開發行公司法令之規定。

32.7 任何下列公司事項應經審計委員會半數或超過半數成員同意，並提交董事會進行決議：

(a)訂定或修正公司內部控制制度；

(b)內部控制制度有效性之考核。

(c)訂定或修正重大財務或業務行為之處理程序，例如取得或處分資產、衍生性商品交易、資金貸與他人，或為他人背書或保證；

(d)涉及董事自身利害關係之事項；

(e)重大之資產或衍生性商品交易；

(f)重大之資金貸與、背書或提供保證；

(g)募集、發行或私募具有股權性質之有價證券；

(h)簽證會計師之委任、解任或報酬；

(i)財務、會計或內部稽核主管之任免；

(j)年度及半年度財務報告；

(k)公司隨時認定或監督公司之任一主管機關所要求的任何其他事項。

前項第(a)款至第(k)款規定的任何事項，除第(j)款以外，如未經審計委員會成員半數或超過半數同意者，得僅由全體董事三分之二或以上同意行之，不受前項規定之限制，並應於董事會議事錄載明審計委員會之決議。

32.8 公司於召開董事會決議併購事項前，應由審計委員會就併購計畫與交易之公平性、合理性進行審議，並將審議結果提報董事會及股東會。惟依法令無須召開股東會決議併購事項者，得不提報股東會。審計委員會進行審議時，應委請獨立專家就換股比例或配發股東之現金或其他財產之合理性提供意見。審議結果及獨立專家意見，應於發送股東會召集通知時，一併發送股東。若依法令併購免經股東會決議者，應於最近一次股東會就併購事項提出報告。

32.9 前條應發送股東之文件，經公司於中華民國證券主管機關指定之網站公告同一內容，且備置於股東會會場供股東查閱，對於股東視為已發送。

32.10 董事會應依照公開發行公司法令設立薪資報酬委員會。薪資報酬委員會委員之人數、專業資格、持股與兼職限制、獨立性之認定，應依公開發行公司法令之規定，席次不低於三席，並由其中一人擔任薪資報酬委員會主席。薪資報酬委員會規則和程序應符合經薪資報酬委員會成員提案並經董事會通過的政策，相關政策應符合法令、章程大綱、章程及公開發行公司法令之規定，及金管會或櫃買中心（或證交所，依其所適用之情形）之指示及要求。董事會應依其決議訂定薪資報酬委員會組織規程，且該規程應符合章程及公開發行公司法令之規定。

32.11 前條薪資報酬應包括董事及經理人之報酬、薪資、股票選擇權與其他獎勵性給付。除公開發行公司法令有明文規定外，本條所述之經理人係指副總經理級以上具有決策權之主管級經理。

33. 印章

33.1 如經董事會決定，則公司得有一印章。該印章僅能依董事會或董事會授權之董事委員會之授權使用之。印章之使用應依董事會制訂之印章使用規則（董事會得隨時修改之）為之。

33.2 公司得在開曼群島境外的任何地方持有複製的印章以供使用，每一複製印章均應是公司印章的精確複製品，並由董事會指定之人保管，且若經董事會決定，得在複製印章的表面加上其使用所處地點的名稱。

33.3 董事會授權之人得在要求其須以印章進行驗證的文件上，或在提交開曼群島或其他地方公司登記機關的任何公司文件上，將印章加蓋於其簽名之上。

34. 股利、利益分派和公積

34.1 本公司年度如有獲利，應以當年度獲利 1%分派員工酬勞及應以當年度獲利不超過 3%分派董事酬勞。但本公司尚有累積虧損時，應預先保留彌補數額。員工酬勞得以股票或現金為之，且得按照第 11.1 條規定同意之員工激勵計畫配發。員工酬勞發給之對象，得包括符合一定條件之從屬公司員工。員工酬勞及董事酬勞之分派應由董事會以董事三分之二以上之出席及出席董事過半數同意之決議行之，並報告股東會。董事兼任公司及/或其從屬公司之執行主管者得同時受領其擔任董事之酬勞及擔任員工之酬勞。

34.2 本公司得依董事會擬訂並經股東會以普通決議通過之利潤分配計畫分配利潤。董事會應以下述方式擬訂該利潤分配計畫：本公司應就年度淨利先彌補歷年虧損，並提撥剩餘利潤之 10%作為特別盈餘公積，直至累積特別盈餘公積相當於本公司之資本總額。任何所餘利潤得依開曼公司法及公開發行公司法令，在考量財務、

業務及經營因素後，不低於當年度稅後盈餘之 10%作為股利（包括現金或股票）或紅利進行分配，惟相關現金股利部分不得低於該年度擬分配利潤之 10%。

34.3 在不違反法令和本條規定的情形下，董事會可公告已發行股份的股利和盈餘分派，並授權使用公司合法獲得的資金支付股利或盈餘分派。除以公司已實現或未實現盈餘、股份溢價帳戶或經法令允許的其他款項支付股利或為盈餘分派外，不得支付股利或為分派。

34.4 除股份所附權利另有規定者外，應根據股東持有股份之比例分派支付所有股利。如果股份發行的條件是從某一特定日期開始計算股利，則該股份之股利應依此計算。

34.5 股東如有因任何原因應向公司支付任何款項，董事會得從應支付予股東的股利或盈餘分派中扣除。

34.6 董事會於經股東會之普通決議通過後得宣佈全部或部分股利以外之分派以特定資產為之（尤其是其他公司之股份、債券或證券），或以其中一種或多種方式支付，在此種分配發生困難時，董事會得以其認為便利的方式解決，並確定就特定資產分配之價值或其一部之價值，且得決定於所確定價值的基礎上向股東支付現金以調整所有股東的權利，並且如果董事會認為方便，可就特定資產設立信託。

34.7 任何股利，分派，利息或與股份有關的其他現金支付款項得以匯款轉帳給股份持有者，或以支票或認股權憑證直接郵寄到股份持有者的登記地址。每一支票或認股權憑證應憑收件人的指示支付。

34.8 任何股利或分派不得向公司要求加計利息。

34.9 不能支付給股東的股利及／或在股利公告日起六個月之後仍無人主張的股利，可根據董事會的決定，支付到以公司名義開立的獨立帳戶，但該公司不得成為該帳戶的受託人，且該股利仍然為應支付給股東的債務。如於股利公告日起六年之後仍無人請求的股利將被認定為股東已拋棄其可請求之權利，該股利並轉歸公司所有。

34.10 在不違反法令的情形下，董事會得以三分之二以上董事之出席，及出席董事過半數之決議，將分派股息及紅利、法定盈餘公積及/或因發行股票溢價或受領贈與所得之資本公積之全部或一部，以發放現金之方式分配與原股東，並報告股東會。

35. 資本化

在不違反第 14.2(d)條規定的情形下，董事會可將列入公司準備金帳戶（包括股份溢價帳戶和資本贖回準備金）的任何餘額，或列入損益帳戶的任何餘額，或其他可供分配的款項予以資本化，並依據如以股利分配盈餘時之比例分配此等金額予股東。並代表

股東將此等金額用以繳足供分配之未發行股份股款，記為付清股款之股份並依前述比例分配予股東。在這種情況下，董事會應為使該資本化生效所需之全部行為及事項，董事會並有全權制訂其認為適當的規範，使股份將不會以小於最小單位的方式分配（包括規定該等股份應分配之權利應歸公司所有而非該股東所有）。董事會可授權任何人代表所有就此具利益關係之股東與公司訂立契約，規定此等資本化事項以及其相關事項。任何於此授權下所簽訂之契約均為有效且對所有相關之人具有拘束力。

36. 公開收購

董事會於公司或公司依公開發行公司法令指派之訴訟及非訟代理人接獲公開收購申報書副本、公開收購說明書及相關書件後，應按公開發行公司法令規定辦理。

37. 會計帳簿

37.1 董事會應在適當會計帳簿上記錄與公司所有收受和支出相關的款項、收受或支出款項發生的相關事宜、公司所有的物品銷售和購買，以及公司的資產和責任。如會計帳簿不能反映公司事務的真實和公正情況並解釋其交易，則不能視為公司擁有適當的帳簿。

37.2 董事會應決定公司會計帳簿或其中一部分是否公開供非董事之股東檢查，以及在什麼範圍內，什麼時間和地點，根據什麼條件或規定進行檢查。除非經法令授權、董事會授權或公司股東會同意者外，非董事之股東沒有權利檢查公司任何會計帳簿或文件。

37.3 董事會得依法令之要求備置損益表、資產負債表、合併報表（如有）以及其他報告和帳簿於股東會。

37.4 所有董事會會議、董事委員會會議和股東會之議事錄和書面記錄應以中文為之，並附英文翻譯。在中文版本與其英文翻譯有不一致的情形，應以中文版本為準。但於決議須向開曼群島公司登記處申請登記之情形，應以英文版本為準。

37.5 委託書及依章程與相關規定製作之文件、表冊、媒體資料，應保存至少 1 年。但與股東提起訴訟相關之委託書、文件、表冊及/或媒體資料，如訴訟超過 1 年時，應保存至訴訟終結為止。

38. 通知

38.1 通知應以書面為之，且得由公司交給股東個人，或透過快遞、郵寄、越洋電報、電傳或電子郵件發送給股東，或發送到股東名冊中所顯示的位址（或者在透過電

子郵件發送通知時，將通知發送至股東所提供的電子郵件位址）。如果通知是從一個國家郵寄到另一個國家，應以航空信寄出。

38.2 當透過快遞發出通知時，將通知提交快遞公司之日，應視為通知寄送生效日，並且通知提交快遞後的第三日（不包括週六、週日或國定假日），應視為收到通知之日。當通知透過郵寄發出時，適當填寫地址、預先支付款項以及郵寄包含通知之信件之日，應視為通知寄送生效日，並且於通知寄出後的第五日（不包括週六、週日或國定假期），應視為收到通知的日期。當通知透過越洋電報或電傳發出通知時，適當填寫地址並發出通知之日，應視為通知寄送生效日，其傳輸當日應視為通知收到日期。當通知透過電子郵件發出時，將電子郵件傳送到指定接受者所提供的電子郵件位址之日，應視為通知寄送生效日，電子郵件發送當日應視為收到通知的日期，無須接受者確認收到電子郵件。

38.3 公司得以與發送本章程所要求其他通知相同的方式，向因股東死亡或破產而被公司認為有權享有股份權利之人發送通知，並以其姓名、死者的代理人名稱、破產管理人或主張權利之人提供之地址中所為類似之描述為收件人，或者公司可以選擇以如同未發生死亡或破產情事下相同之方式發送通知。

38.4 每一股東會的通知應以上述方式，向在認定基準日於股東名冊被記載為股東之人為之，或於股份因股東死亡或破產而移交給法定代理人或破產管理人時，向法定代理人或破產管理人為之，其他人無權接受股東會通知。

39. 清算

39.1 如果公司進入清算之程序，且可供股東分配的財產不足以清償全部股份資本，該財產應予以分配，以使股東得依其所持股份比例承擔損失。如果在清算過程中，可供股東間分配的財產顯足以抵償清算開始時的全部股份資本，得於扣除有關到期款項或其他款項後，將超過之部分依清算開始時股東所持股份之比例在股東間進行分配。本條規定不損及依特殊條款和條件發行的股份持有者之權利。

39.2 如果公司應清算，經公司特別決議同意且取得任何法令所要求的其他許可並且符合公開發行公司法令的情況下，清算人得依其所持股份比例將公司全部或部分之財產（無論其是否為性質相同之財產）分配予股東，並可為該目的，對任何財產進行估價並決定如何在股東或不同類別股東之間進行分配。經同前述之決議同意及許可，如清算人認為適當，清算人得為股東之利益，將此等財產之全部或一部交付信託。但股東不應被強迫接受負有債務或責任的任何財產。

40. 財務年度

除董事會另有規定，公司財務年度應於每年 12 月 31 日結束，並於公司設立當年度起，於每年 1 月 1 日開始。

本公司為依開曼群島法令規定登記設立之公司，公司章程以英文版本為準，
惟為便於本公司之華人地區股東閱讀，另提供本中譯本供參考。

41. 訴訟及非訴訟之代理人

在不違反法令之情形下，公司應以董事會決議在中華民國境內指定在中華民國境內有住所或居所之自然人為其依公開發行公司法令之訴訟及非訴訟之代理人，並以之為公開發行公司法令在中華民國境內之負責人。公司應將該指定及其變更依據公開發行公司法令向中華民國主管機關申報。

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THE COMPANIES LAW (REVISED)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES

AMENDED AND RESTATED MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

COWEALTH MEDICAL HOLDING CO., LTD.

- Incorporated November 4, 2005 -

(as adopted by a Special Resolution dated as of May 27, 2020)

THE COMPANIES LAW (REVISED)

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION OF COWEALTH MEDICAL HOLDING CO., LTD.

(as adopted by a Special Resolution dated as of May 27, 2020)

1 The name of the Company is Cowealth Medical Holding Co., Ltd.

2 The registered office of the Company will be situate at the offices of Suite 102, Cannon Place, North Sound Rd., George Town, Grand Cayman, Cayman Islands with postal address P.O. Box 712, Grand Cayman, KY1-9006, Cayman Islands, or at such other place as the Directors may determine.

3 The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Law (2020 Revision) or as the same may be revised from time to time, or any other law of the Cayman Islands.

4 The liability of each Member is limited to the amount from time to time unpaid on such Member's shares.

5 The authorised capital of the Company is New Taiwan Dollars 1,575,000,000.00 divided into 157,500,000 shares of New Taiwan Dollars 10.00 each provided always that subject to the provisions of the Companies Law (2020 Revision) as amended and the Articles of Association, the Company shall have power to redeem or purchase any or all of such shares and to sub-divide or consolidate the said shares of any of them and to issue all or any part of its capital whether priority or special privilege or subject to any postponement of rights or to any conditions or restrictions whatsoever and so that unless the conditions of issue shall otherwise expressly provide every issue of shares whether stated to be Ordinary, Preference or otherwise shall be subject to the powers on the part of the Company hereinbefore provided**.**

6 Capitalised terms that are not defined in this Memorandum of Association bear the same meaning as those given in the Articles of Association of the Company.

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THE COMPANIES LAW (REVISED)

OF THE CAYMAN ISLANDS

COMPANY LIMITED BY SHARES

AMENDED AND RESTATED ARTICLES OF ASSOCIATION

OF

COWEALTH MEDICAL HOLDING CO., LTD.

2 Interpretation

2.1 In the Articles Table A in the First Schedule to the Statute does not apply and, unless there is something in the subject or context inconsistent therewith:

"Acquisition"	means a transaction of acquiring shares, business or assets of another company and the consideration for the transaction being the shares, cash or other assets, as defined in the R.O.C. Enterprise Mergers and Acquisitions Law.
"**Applicable Public Company Rules**"	means the R.O.C. laws, rules and regulations affecting public reporting companies or companies listed on any R.O.C. stock exchange or securities market, including, without limitation, the relevant provisions of the Company Law, Securities and Exchange Law, the Enterprise Mergers and Acquisitions Law, the rules and regulations promulgated by the Ministry of Economic Affairs, the rules and regulations promulgated by the Financial Supervisory Commission ("**FSC**"), the rules and regulations promulgated by the GreTai Securities Market of Taiwan ("**GTSM**") (or, if applicable, the Taiwan Stock Exchange ("**TSE**")) and the Acts Governing Relations Between Peoples of the Taiwan Area and the Mainland Area and its relevant regulations.
"**Annual Net Income**"	means the audited annual net profit of the Company in respect of the applicable year.
"**Articles**"	means these articles of association of the Company.
"**Capital Reserve**"	means the income derived from the issuance of new shares at a premium, or from endowments received by the company.
"**Company**"	means the above named company.
"**Directors**"	means the directors for the time being of the Company (which, for clarification, includes any and all Independent Director(s)).
"**Dividend**"	includes an interim dividend.
"**Electronic Record**"	has the same meaning as in the Electronic Transactions Law.
"**Electronic Transactions Law**"	means the Electronic Transactions Law (2003 Revision) of the Cayman Islands.
"**Independent Directors**"	means the Directors who are elected by the Members at a general meeting and designated as "Independent

	Directors" for the purpose of Applicable Public Company Rules which are in force from time to time.
"**Legal Reserve**"	means after the company has covered its losses and all taxes have been paid and at the time of distributing surplus profits, a certain percent of such profits that the Company shall first be set aside as Legal Reserve in accordance with the Applicable Public Company Rules. However when the accumulated Legal Reserve has reached the total paid-in capital of the Company, this requirement shall not apply.
"**Market Observation Post System**"	means the internet information reporting system designated by the FSC.
"**M&A**"	means Merger, Acquisition and Spin-off.
"**Member**"	has the same meaning as in the Statute.
"**Memorandum**"	means the memorandum of association of the Company.
"**Merger**"	means a transaction whereby (i) all of the companies participating in such transaction are dissolved, and a new company is incorporated to generally assume all rights and obligations of the dissolved companies or (ii) all but one company participating in such transaction are dissolved, and the surviving company generally assumes all rights and obligations of the dissolved companies, and in each case the consideration for the transaction being the shares of the surviving or newly incorporated company or any other company, cash or other assets.
"Short-form Merger"	means (i) a Merger in which one of the merging companies holds issued shares that together represent at least 90% of the voting power of the outstanding shares of the other merging company, or (ii) that subsidiaries of the same parent company holding 90% or more of the issued and outstanding shares of such respective subsidiaries merge with one another.
"**Non TWSE-Listed or TPEx-Listed Company**"	refers to a company whose shares are neither listed on the TWSE or the Taipei Exchange.
"**Ordinary Resolution**"	means a resolution passed by a simple majority of votes cast by the Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting.
"**Private Placement**"	means obtaining subscriptions for, or the sale of, Shares, options, warrants, rights of holders of debt or equity securities which enable those holders to subscribe further securities (including Shares), or other securities of the Company, either by the Company itself or a person authorized by the Company, primarily from or to specific investors or approved by the Company or such authorized person, but excluding any employee incentive programme or subscription agreement, warrant, option or issuance of Shares under Article 12 of these Articles.
"**Register of Members**"	means the register maintained in accordance with the

	Statute and includes (except where otherwise stated) any duplicate Register of Members.
"**Registered Office**"	means the registered office for the time being of the Company.
"**R.O.C.**"	means the Republic of China.
"**Seal**"	means the common seal of the Company and includes every duplicate seal.
"**Share**" and "**Shares**"	means a share or shares in the Company.
"**Share Certificate" and "Share Certificates"**	means a certificate or certificates representing a Share or Shares.
"Share Exchange"	means an act whereby the shareholders of a company transfer all of the company's issued shares to another company, such company issue its shares or pays cash or transfers other property to the shareholders of the first company as consideration for the transfer in accordance with the Applicable Public Company Rules.
"Short-form Share Exchange"	means a parent company acquires, by way of a Share Exchange, its subsidiary company wherein at least 90% of the voting power of the outstanding shares of the subsidiary company are held by the parent company.
"**Solicitor**"	means any Member, a trust enterprise or a securities agent mandated by Member(s) who solicits an instrument of proxy from any other Member to appoint him/it as a proxy to attend and vote at a general meeting instead of the appointing Member pursuant to the Applicable Public Company Rules.
"**Special Resolution**"	means a resolution passed by a majority of not less than two-thirds of votes cast by such Members as, being entitled so to do, vote in person or, where proxies are allowed, by proxy at a general meeting of which notice specifying the intention to propose the resolution as special resolution has been duly given.
"**Spin-off**"	refers to an act wherein a transferor company transfers all of its independently operated business or any single independently operated business to an existing or a newly incorporated company as consideration for that existing transferee company or newly incorporated transferee company to issue new shares to the transferor company or to shareholders of the transferor company.
"Short-form Spin-off"	means a parent company effects a Spin-off with its subsidiary company wherein at least 90% of the voting power of the outstanding shares of the subsidiary company are held by the parent company, and whereby the parent company is the transferee company assuming the business and the subsidiary company is the divided company acquiring the total amount of consideration for the business transferred.
"**Statute**"	means the Companies Law (2020 Revision) of the Cayman Islands, as amended, and every statutory

	modification or re-enactment thereof for the time being in force.
"**Subsidiary**" and "**Subsidiaries**"	means (i) a subordinate company in which the total number of voting shares or total share equity held by the Company represents more than one half of the total number of issued voting shares or the total share equity of such subordinate company; (ii) a company in which the total number of shares or total share equity of that company held by the Company, its subordinate companies and its controlled companies, directly or indirectly, represents more than one half of the total number of issued voting shares or the total share equity of such company or (iii) a company of which the management of the personnel, financial, or business operation has been directly or indirectly controlled by the Company.
"**Supermajority Resolution**"	means (i) a resolution adopted by a majority vote of the Members present and entitled to vote on such resolution at a general meeting attended in person or by proxy by Members who represent two-thirds or more of the total outstanding Shares of the Company or (ii) if the total number of Shares represented by the Members present at the general meeting is less than two-thirds of the total outstanding Shares of the Company, but more than half of the total outstanding Shares of the Company, a resolution adopted at such general meeting by the Members who represent two-thirds or more of the Shares present and entitled to vote on such resolution.
"TDCC"	means the Taiwan Depository & Clearing Corporation.
"Treasury Shares"	means a Share held in the name of the Company as a treasury share in accordance with the Statute.

2.2 In the Articles:

(a) words importing the singular number include the plural number and vice versa;

(b) words importing the masculine gender include the feminine gender;

(c) words importing persons include corporations;

(d) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;

(e) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced from time to time;

(f) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(g) headings are inserted for reference only and shall be ignored in construing the Articles; and

(h) Section 8 of the Electronic Transactions Law shall not apply.

3 Commencement of Business

3.1 The business of the Company may be commenced as soon after incorporation as the Directors shall see fit. The Company shall operate its business in compliance with the Applicable Public Company Rules and business ethics, and may perform actions that promote the public interest to fulfil the social responsibility of the Company in accordance with the Applicable Public Company Rules and business ethics.

3.2 The Directors may pay, out of the capital or any other monies of the Company, all expenses incurred in or about the formation and establishment of the Company, including the expenses of registration.

4 Issue of Shares

4.1 Subject to the provisions, if any, in the Statute, the Memorandum, the Articles and Applicable Public Company Laws (and to any direction that may be given by the Company in general meeting) and without prejudice to any rights attached to any existing Shares, the Directors may allot, issue, grant options over or otherwise dispose of Shares with or without preferred, deferred or other rights or restrictions, whether in regard to Dividend, voting, return of capital or otherwise and to such persons, at such times and on such other terms as they think proper, and the Company shall have power to redeem or purchase any or all of such Shares and to sub-divide or consolidate the said Shares of any of them and to issue all or any part of its capital whether priority or special privilege or subject to any postponement of rights or to any conditions or restrictions whatsoever and so that unless the conditions of issue shall otherwise expressly provide, every issue of Shares whether stated to be Ordinary, Preference or otherwise, shall be subject to the powers on the part of the Company hereinbefore provided.

4.2 The Company shall not issue Shares to bearer.

4.3 The Company shall not issue any unpaid Shares or partly paid-up Shares.

5 Register of Members

5.1 The Directors shall keep, or cause to be kept, the Register of Members at such place as the Directors may from time to time determine and, in the absence of any such determination, the Register of Members shall be kept at the Registered Office.

5.2 If the Directors consider it necessary or appropriate, the Company may establish and maintain a branch register or registers of members at such location or locations within or outside the Cayman Islands as the Directors think fit. The principal register and the branch register(s) shall together be treated as the Register of Members for the purposes of the Articles.

5.3 For so long as any Shares are listed on the GTSM (or TSE, as applicable), title to such listed Shares may be evidenced and transferred in accordance with the laws applicable to and the rules and regulations of the GTSM (or TSE, as applicable) that are or shall be applicable to such listed Shares and the Register of Members maintained by the Company in respect of such listed Shares may be kept by recording the particulars required by section 40 of the Statute in a form otherwise than legible if such recording otherwise complies with the laws applicable to and the rules and regulations of the GTSM (or TSE, as applicable) that are or shall be applicable to such listed Shares.

6 Closing Register of Members or Fixing Record Date

6.1 For the purpose of determining Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Dividend, or in order to make a determination of Members for any other purpose, the Directors shall determine the period that the Register of Members shall be closed for transfers and such period shall not be less than the minimum period of time, as prescribed by the Applicable Public Company Rules**.**

6.2 Subject to Article 5.1 hereof, in lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Members entitled to notice of, or to vote at any meeting of the Members or any adjournment thereof, or for the purpose of determining the Members entitled to receive payment of any Dividend or in order to make a determination of Members for any other purpose. In the event the Directors designate a record date in accordance with this Article 6.2, the

Directors shall make a public announcement of such record date via the Market Observation Post System in accordance with the Applicable Public Company Rules.

6.3 The rules and procedures governing the implementation of book closed periods, including notices to Members in regard to book closed periods, shall be in accordance with policies adopted by the Directors from time to time, which policies shall be in accordance with the Statute, the Memorandum, the Articles and the Applicable Public Company Rules.

7 Share Certificates

7.1 Subject to the provisions of the Statute, the Company shall issue Shares without printing Share Certificates for the Shares issued, and the details regarding such issue of Shares shall be recorded by TDCC in accordance with the Applicable Public Company Rules. A Member shall only be entitled to a Share Certificate if the Directors resolve that Share Certificates shall be issued. Share Certificates, if any, shall be in such form as the Directors may determine. Share Certificates shall be signed by one or more Directors authorised by the Directors. The Directors may authorise Share Certificates to be issued with the authorised signature(s) affixed by mechanical process. All Share Certificates shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All Share Certificates surrendered to the Company for transfer shall be cancelled and subject to the Articles. No new Share Certificate shall be issued until the former Share Certificate representing a like number of relevant Shares shall have been surrendered and cancelled.

7.2 In the event that the Directors resolve that Share Certificates shall be issued pursuant to Article 6.1 hereof, the Company shall deliver the Share Certificates to the subscribers within thirty days from the date such Share Certificates may be issued pursuant to the Statute, the Memorandum, the Articles and the Applicable Public Company Rules, and shall make a public announcement prior to the delivery of such Share Certificates pursuant to the Applicable Public Company Rules.

7.3 No Shares may be registered in the name of more than one Member.

7.4 If a Share Certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating evidence, as the Directors may prescribe, and (in the case of defacement or wearing out) upon delivery of the old Share Certificate.

8 Preferred Shares

8.1 The Company may issue Shares with rights which are preferential to those of ordinary Shares issued by the Company ("**Preferred Shares**") with the approval of a majority of the Directors present at a meeting attended by two-thirds or more of the total number of the Directors and with the approval of a Special Resolution.

8.2 Prior to the issuance of any Preferred Shares approved pursuant to Article 7.1 hereof, the Articles shall be amended to set forth the rights and obligations of the Preferred Shares, including but not limited to the following terms, and provided that such rights and obligations of the Preferred Shares shall not contradict the mandatory provisions of Applicable Public Company Rules regarding the rights and obligations of such Preferred Shares, and the same shall apply to any variation of rights of Preferred Shares:

(a) Order, fixed amount or fixed ratio of allocation of Dividends and bonus on Preferred Shares;

(b) Order, fixed amount or fixed ratio of allocation of surplus assets of the Company;

(c) Order of or restriction on the voting right(s) (including declaring no voting rights whatsoever) of preferred Members;

(d) Other matters concerning rights and obligations incidental to Preferred Shares; and

(e) The method by which the Company is authorized or compelled to redeem the Preferred Shares, or a statement that redemption rights shall not apply.

9 Issuance of New Shares

9.1 The issue of new Shares of the Company shall be approved by a majority of the Directors present at a meeting attended by two-thirds or more of the total number of the Directors. The issue of new Shares shall at all times be subject to the sufficiency of the authorised capital of the Company.

9.2 Unless otherwise resolved by the Members in general meeting by Ordinary Resolution, where the Company increases its capital by issuing new Shares for cash, the Company shall make a public announcement and notify each Member that he/she/it is entitled to exercise a pre-emptive right to purchase his/her/its pro rata portion of any new Shares issued in the capital increase in cash. A waiver of such pre-emptive right may be approved at the same general meeting where the subject issuance of new Shares is approved by the Members. The Company shall state in such announcement and notices to the Members that if any Member fails to purchase his/her/its pro rata portion of the newly-issued Shares within the prescribed period, such Member shall be deemed to forfeit his/her/its pre-emptive right to purchase the newly-issued Shares. Subject to Article 6.3, in the event that Shares held by a Member are insufficient for such Member to exercise the pre-emptive right to purchase one newly-issued Share, Shares held by several Members may be calculated together for joint purchase of newly-issued Shares or for purchase of newly-issued Shares in the name of a single Member pursuant to the Applicable Public Company Rules. If the total number of the new Shares to be issued has not been fully subscribed by the Members within the prescribed period, the Company may offer any un-subscribed new Shares to be issued to the public in Taiwan or to specific person or persons according to the Applicable Public Company Rules.

9.3 Where the Company increases its capital in cash by issuing new Shares in Taiwan, the Company shall allocate 10% of the total amount of the new Shares to be issued, for offering in Taiwan to the public unless it is not necessary or appropriate, as determined by the Directors according to the Applicable Public Company Rules and/or the instruction of the FSC or GTSM (or TSE, as applicable), for the Company to conduct the aforementioned public offering. Provided however, if a percentage higher than the aforementioned 10% is resolved by a general meeting to be offered, the percentage determined by such resolution shall prevail.

9.4 Members' rights to subscribe for newly-issued Shares may be transferred independently from the Shares from which such rights are derived. The rules and procedures governing the transfer of rights to subscribe for newly-issued Shares shall be in accordance with policies established by the Company from time to time, which policies shall be in accordance with the Statute, the Memorandum, the Articles and the Applicable Public Company Rules.

9.5 The pre-emptive right of Members provided under Article 8.2 shall not apply in the event that new Shares are issued due to the following reasons or for the following purposes: (a) in connection with a Merger with another company, or the Spin-off of the Company, or pursuant to any reorganization of the Company; (b) in connection with meeting the Company's obligations under Share subscription warrants and/or options, including those referenced in Article 11; (c) in connection with meeting the Company's obligations under convertible bonds or corporate bonds vested with rights to acquire Shares; (d) in connection with meeting the Company's obligations under Preferred Shares vested with rights to acquire Shares; (e) in connection with a Private Placement; or (f) in connection with the issue of Restricted Shares in accordance with Article 8.7.

9.6 The periods of notice and other rules and procedures for notifying Members and implementing the exercise of the Members' pre-emptive rights shall be in accordance with policies established by the Directors from time to time, which policies shall be in accordance with the Statute, the Memorandum, the Articles and the Applicable Public Company Rules.

9.7 The Company may, with the approval of a Supermajority Resolution in a general meeting, issue new Shares with restricted rights to the employees of the Company ("**Restricted Shares**") and the provision of Article 8.2 shall not apply to any such issue of Restricted Shares. The terms of issue of Restricted Shares, including, but not limited to the number, issue price and issue conditions shall comply with the Applicable Public Company Rules.

9.8 Subject to the provisions of the Statute, the Company may, by resolutions of the Members passed at a general meeting attended by Members who represent a majority of the outstanding Shares and approved by the Members who represent two-thirds or more of the Shares present and entitled to vote on such resolution, conduct Private Placements, and shall comply with the Applicable Public Company Rules to determine, *inter alias*, the purchaser(s), the types of securities, the determination of the offer price, and the restrictions on transfer of securities of such Private Placement.

9.9 When issuing new Shares, the Company shall immediately request each of the subscribers for the consideration of the subscription. Where Shares are issued at the price higher than par value, the premium and the par value shall be collected at the same time for subscribing the Shares. Where subscriber delays payable payment for subscribing the Shares, the Company shall designate a cure period of not less than one month by serve a notice on him/her requiring such payment. The Company shall also declare in the notice that in case of default of payment within the said cure period, the right to subscribe new Shares shall be forfeited.

9.10 After the Company has made such request pursuant to the preceding Article, the subscribers who fail to settle the outstanding payment accordingly shall forfeit their rights to subscribe the Shares and the Shares subscribed by them in the first place shall be otherwise offered by the Company.

10 Transfer of Shares

10.1 Subject to the Statute and the Applicable Public Company Rules, Shares issued by the Company shall be freely transferable.

10.2 Subject to these Articles and the Applicable Public Company Rules, any Member may transfer all or any of his Shares by an instrument of transfer.

10.3 The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.

10.4 Notwithstanding Article 9.2 above, transfers of Shares which are listed on the GTSM (or TSE, as applicable), may be effected by any method of transferring or dealing in securities permitted by GTSM (or TSE, as applicable),which is in accordance with the Applicable Public Companies Rules as appropriate and which have been approved by the Board for such purpose.

11 Repurchase of Shares

11.1 Subject to the provisions of the Statute, the Memorandum, and the Articles, the Company may purchase its own Shares listed on the GTSM (or TSE, as applicable) on such terms as are approved by resolutions of the Directors passed at a meeting of the board of Directors attended by more than two-thirds of members of the board and approved by a majority of the Directors present at such meeting, provided that any such repurchase shall be in accordance with the Applicable Public Company Rules. In the event that the Company proposes to purchase any Shares listed on the GTSM (or TSE, as applicable) pursuant to this Article, the approval of the board of Directors and the implementation thereof shall be reported to the Members at the next general meeting in accordance with the Applicable Public Company Rules. Such reporting obligation shall apply even if the Company does not implement the repurchase proposal for any reason.

11.2 The board of Directors may, prior to the purchase or redemption of any Share under Article 10.1, determine that such Share shall be held as Treasury Share.

11.3 Subject to the provisions of the Statute, these Articles and the Applicable Public Company Rules, the Directors may determine to cancel a Treasury Share or transfer a treasury Share to the employees on such terms as they think proper (including, without limitation, for nil consideration).

11.4 Notwithstanding Article 10.3, if the Company repurchases any Shares traded on the GTSM (or the TSE, as applicable) and hold such Shares as Treasury Shares (the "**Repurchased Treasury Shares**"), any proposal to transfer the Repurchased Treasury Shares to any employees of the Company by the Company at the price below the average repurchase price paid by the Company for Repurchased Treasury Shares (the "**Average Purchase Price**") shall require the approval of a resolution passed by two-thirds or more of the Members present at the next general meeting who hold a majority of the total number of the Company's outstanding shares as at the date of such general meeting, and shall not be brought up as an ad hoc motion.

11.5 The aggregate number of Treasury Shares to be transferred to employees pursuant to Article 10.4 shall not exceed 5 percent of the Company's total issued and outstanding shares as at the date of transfer of any Treasury Shares and the aggregate number of Treasury Shares transferred to any individual employee shall not exceed 0.5 percent of the Company's total issued and outstanding shares as at the date of transfer of any Treasury Shares to such employee. The Company may impose restrictions on the transfer of such Shares by the employee for a period of no more than two years.

11.6 Notwithstanding anything to the contrary contained in Article 10.1 to 10.5, and subject to the Statute and the Applicable Public Company Rules, the Company may, with the approval of an Ordinary Resolution, compulsorily redeem or repurchase Shares by the Company for cancellation, provided that such redemption or repurchase will be effected pro rata based on the percentage of shareholdings of the Members, unless otherwise provided for in the Statute or the Applicable Public Company Rules. Payments in respect of any such redemption or repurchase, if any, may be made either in cash or by distribution of specific assets of the Company, as specified in the Ordinary Resolution approving the redemption or repurchase, provided that (a) the relevant Shares will be cancelled upon such redemption or repurchase and will not be held by the Company as Treasury Shares, and (b) where assets other than cash are distributed to the Members, the type of assets, the value of the assets and the corresponding amount of such substitutive distribution shall be (i) assessed by an ROC certified public account before being submitted to the Members for approval and (ii) agreed to by the Member who will receive such assets.

12 Employee Incentive Programme

12.1 The Company may, upon approval by a majority of the Directors at a meeting attended by two-thirds or more of the total number of the Directors, adopt one or more incentive programmes and may issue Shares or options, warrants or other similar instruments, to employees of the Company and its Subsidiaries. The rules and procedures governing such incentive programme(s) shall be in accordance with policies established by the Directors from time to time in accordance with the Statute, the Memorandum, the Articles and the Applicable Public Company Rules.

12.2 Options, warrants or other similar instruments issued in accordance with Article 11.1 above are not transferable save by inheritance.

12.3 The Company may enter into share option agreements with employees of the Company and the employees of its Subsidiaries in relation to the incentive programme approved pursuant to Article 11.1 above, whereby employees may subscribe, within a specific period of time, a specific number of the Shares. The terms and conditions of such agreements shall be no less restrictive on the relevant employee than the terms specified in the applicable incentive programme.

12.4 Directors of the Company and its Subsidiaries shall not be eligible for the employee incentive programmes under this Article 12, provided that directors who are also employees of the Company or its Subsidiaries may participate in an employee incentive programme in their capacity as an employee and not as a director of the Company or its Subsidiaries.

13 Variation of Rights of Shares

13.1 If at any time the share capital of the Company is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound up, be varied with the sanction of a Special Resolution passed at a general meeting of the holders of the Shares of that class. Notwithstanding the foregoing, if any modification or alteration in the Articles is prejudicial to the preferential rights of any class of Shares, such modification or alteration shall be adopted by a Special Resolution and shall also be adopted by a Special Resolution passed at a separate meeting of Members of that class of Shares.

13.2 The provisions of the Articles relating to general meetings shall apply to every class meeting of the holders of the same class of the Shares.

13.3 The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking *pari passu* therewith.

14 Transmission of Shares

14.1 If a Member dies, the survivor or survivors where he was a joint holder, or his legal personal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest. The estate of a deceased Member is not thereby released from any liability in respect of any Share which had been jointly held by him.

14.2 Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any way other than by transfer) shall give written notice to the Company and, upon such evidence being produced as may from time to time be required by the Directors, may elect, by a notice in writing sent by him, either to become the holder of such Share or to have some person nominated by him become the holder of such Share.

15 Amendments of Memorandum and Articles of Association and Alteration of Capital

15.1 Subject to the provisions of the Statute and the provisions of these Articles as regards the matters to be dealt with by Ordinary Resolution, the Company may by Special Resolution:

(a) change its name;

(b) alter or add to these Articles;

(c) alter or add to the Memorandum with respect to any objects, powers or other matters specified therein;

(d) reduce its share capital and any capital redemption reserve fund; and

(e) increase its authorised share capital by such sum as the resolution shall prescribe or cancel any Shares that at the date of the passing of the resolution have not been taken or agreed to be taken by any person, provided that in the event of any change to its authorised share capital, the Company shall also procure the amendment of its Memorandum by the Members to reflect such change.

15.2 Subject to the provisions of the Statute and the Applicable Public Company Rules, the Company shall not, without a Supermajority Resolution:

(a) sell, transfer or lease of whole business of the Company or other matters which has a material effect on the Members' rights and interests;

(b) discharge or remove any Director;

(c) approve any action by one or more Director(s) who is engaging in business conduct for him/herself or on behalf of another person that is within the scope of the Company's business;

(d) effect any capitalization of distributable Dividends and/or bonuses and/or any other amount prescribed under Article 36 hereof;

(e) effect any Merger (other than a Short-form Merger), Spin-off (other than a Short-form Spin-off) or Private Placement, provided that any Merger which falls within the definition of "merger and/or consolidation" under the Statute shall also be subject to the requirements of the Statute;

(f) enter into, amend, or terminate any agreement for lease of the Company's whole business, or for entrusted business, or for frequent joint operation with others;

(g) Share Exchange;

(h) transfer its business or assets, in whole or in any essential part, provided that, the foregoing does not apply where such transfer is pursuant to the dissolution of the Company; or

(i) acquire or assume the whole business or assets of another person, which has material effect on the Company's operation.

15.3 Subject to the provisions of the Statute, the provisions of these Articles, and the quorum requirement under the Applicable Public Company Rules, with regard to the dissolution procedures of the Company, the Company shall pass

(a) an Ordinary Resolution, if the Company resolves that it be wound up voluntarily because it is unable to pay its debts as they fall due; or

(b) a Special Resolution, if the Company resolves that it be wound up voluntarily for reasons other than the reason stated in Article 15.3(a) above.

15.4 Subject to the provisions of the Statute and the Applicable Public Company Rules, the Company shall not, without passing a resolution adopted by a majority of not less than two-thirds of the total number of votes represented by the issued shares of the Company:

(a) enter into a Merger, in which the Company is not the surviving company and is proposed to be struck-off and thereby dissolved, which results in a delisting of the Shares on the TPEx, and the surviving or newly incorporated company is a Non TWSE-Listed or TPEx-Listed Company;

(b) make a general transfer of all the business and assets of the Company, which results in a delisting of the Shares on the TPEx, and the assigned company is a Non TWSE-Listed or TPEx-Listed Company;

(c) be acquired by another company as its wholly-owned subsidiary by means of a Share Exchange, which results in a delisting of the Shares on the TPEx, and the acquirer is a Non TWSE-Listed or TPEx-Listed Company; or

(d) carry out a Spin-off, which results in a delisting of the Shares on the TPEx, and the surviving or newly incorporated spun-off company is a Non TWSE-Listed or TPEx-Listed Company.

16 Registered Office

Subject to the provisions of the Statute, the Company may by resolution of the Directors change the location of its Registered Office.

17 General Meetings

17.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.

17.2 The Company shall hold a general meeting as its annual general meeting within six months following the end of each fiscal year, and shall specify the meeting as such in the notices calling it. At these meetings, the report of the Directors (if any) shall be presented.

17.3 The Company shall hold an annual general meeting every year.

17.4 The general meetings shall be held at such time and place as the Directors shall appoint provided that unless otherwise provided by the Statute or this Article 17.4, the general meetings shall be held in Taiwan. For general meetings to be held outside Taiwan, the Company shall comply with the relevant procedures and approvals prescribed by the relevant authority in Taiwan. Where a general meeting is to be held outside Taiwan, the Company shall engage a professional securities agent in Taiwan to handle the administration of such general meeting (including but not limited to the handling of the voting of proxies submitted by Members).

17.5 The Directors may call general meetings, and they shall on a Members requisition forthwith proceed to convene an extraordinary general meeting of the Company.

17.6 A Members requisition is a requisition of Member(s) of the Company holding at the date of deposit of the requisition not less than 3% of the total number of the outstanding Shares at the time of requisition and whose Shares shall have been held by such Member(s) for at least one year.

17.7 The requisition must state in writing the matters to be discussed at the extraordinary general meeting and the reason therefor and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.

17.8 If the Directors do not within fifteen days from the date of the deposit of the requisition dispatch the notice of an extraordinary general meeting, the requisitionists may themselves convene an extraordinary general meeting in accordance with the Applicable Public Company Rules.

17.9 Member(s) holding more than 50% of the total issued and outstanding Shares for at least three consecutive months may themselves convene an extraordinary general meeting. The calculation of the holding period of Shares and the number of Shares held by a Member shall be determined based on the starting date of the book closed period of the Register of Members.

17.10 Pursuant to the Applicable Public Company Rules, the Independent Directors of the audit committee may convene a general meeting in the event that the board of Directors fails or cannot convene a general meeting, or for the benefit of the Company when necessary.

18 Notice of General Meetings

18.1 At least thirty days' notice to each Member shall be given of any annual general meeting, and at least fifteen days' notice to each Member shall be given of any extraordinary general meeting. Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify the place, the day and the hour of the meeting and the general nature of the business and shall be given in the manner hereinafter mentioned, or be given via electronic means if agreed thereon by the Members, or be given in such other manner, if any, as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this regulation has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed by all the Members (or their proxies) entitled to attend such general meeting.

18.2 The accidental omission to give notice of a general meeting to, or the non-receipt of a notice of a general meeting by, any Member entitled to receive notice shall not invalidate the proceedings of that general meeting.

18.3 The Company shall, thirty days prior to any annual general meeting, and fifteen days prior to any extraordinary general meeting, transform the notice of such general meeting, instrument of proxy, the businesses and their explanatory materials of any sanction, discussion, election or removal of Directors into electronic format and transmitted such to the Market Observation Post System. If the voting power in any general meeting will be exercised by way of a written ballot, the written ballot and the aforementioned information of such general meeting shall together be delivered to each Member.

18.4 The Directors shall prepare a meeting handbook of the relevant general meeting and supplemental materials for Members' inspection, which will be placed at the Company and the securities agent of the Company, distributed at the meeting venue, and shall be transmitted to the Market Observation Post System in accordance with and within the period required by the Applicable Public Company Rules.

18.5 Matters pertaining to (a) election or discharge of Directors, (b) alteration of the Articles, (c) reduction of capital, (d) application to cease public offering, and (e) (i) dissolution, Merger (other than a Short-form Merger), Share Exchange (other than a Short-form Share Exchange), or Spin-off (other than a Short-form Spin-off), (ii) entering into, amending, or terminating any contract for lease of the Company's business in whole, or the delegation of management of the Company's business to others or the regular joint operation of the Company with others, (iii) transfer of the whole or any material part of the business or assets of the Company, (iv) acceptance of the transfer of the whole business or assets of another person, which has a material effect on the business operation of the Company, and (f) ratification of an action by Director(s) who engage(s) in business for him/herself or on behalf of another person that is within the scope of the Company's business, (g) distribution of the whole or a part of the surplus profit of the Company in the form of new Shares, (h) capitalization of the whole or a part of Legal Reserve and capital reserve derived from issuance of new shares at a premium or from gifts received by the Company, and (i) the Private Placement of any equity-type securities issued by the Company, shall be indicated in the notice of general meeting, with a summary of the material content to be discussed, and shall not be brought up as an ad hoc motion, and the material content may be placed on the website specified by the R.O.C. competent authorities of securities or by the Company, and the website address link shall be indicated in the notice.

18.6 The board of Directors shall keep the Articles, minutes of general meetings, financial statements, the Register of Members, and the counterfoil of any corporate bonds issued by the Company at the office of the Company's registrar (if applicable) and the Company's securities agent located in Taiwan. The Members may request, from time to time, by submitting document(s) evidencing his/her interests involved and indicating the designated scope of the inspection, access to inspect, review or make handwritten or mechanical copies of the foregoing documents, and the Company shall request its securities agent to provide

the foregoing documents. If a general meeting is called by the board of Directors or any authorized person(s) other than the board of Directors, the person(s) who has called the meeting may request the Company.

18.7 The Company shall make all statements and records prepared by the board of Directors and the report prepared by the audit committee, if any, available at the office of its registrar (if applicable) and its securities agent located in Taiwan in accordance with Applicable Public Company Rules and the Statute. Members may inspect and review the foregoing documents from time to time and may be accompanied by their lawyers or certified public accountants for the purpose of such an inspection and review.

19 Proceedings at General Meetings

19.1 No business shall be transacted at any general meeting unless a quorum is present. Unless otherwise provided in the Articles, Members present in person or by proxy, representing more than one-half of the total outstanding Shares, shall constitute a quorum for any general meeting.

19.2 The board of Directors shall submit business reports, financial statements and proposals for distribution of profits or covering of losses prepared by it for the purposes of annual general meetings of the Company for ratification or approval by the Members as required by the Applicable Public Company Rules. After ratification or approval by the general meeting, the board of Directors shall distribute or make publicly available on the Market Observation Post System the copies of the ratified financial statements and the Company's resolutions on the allocation and distribution of profits or covering of loss, to each Member in accordance with the Applicable Public Company Rules.

19.3 Unless otherwise expressly provided herein and subject to the Applicable Public Company Rules, if a quorum is not present at the time appointed for the general meeting or if during such a general meeting a quorum ceases to be present, the chairman may postpone the general meeting to a later time, provided, however, that the maximum number of times a general meeting may be postponed shall be two and the total time postponed shall not exceed one hour. If the general meeting has been postponed for two times, but at the postponed general meeting a quorum is still not present, the chairman shall declare the general meeting is dissolved, and if it is still necessary to convene a general meeting, it shall be reconvened as a new general meeting in accordance with the Articles.

19.4 If a general meeting is called by the Directors, the chairman of the Directors shall preside as the chair of such general meeting. In the event that the chairman is on a leave of absence, or is unable to exercise his powers and authorities, the vice chairman of the Directors shall act in lieu of the chairman. If there is no vice chairman of the Directors, or if the vice chairman of the Directors is also on leave of absence, or cannot exercise his powers and authorities, the chairman shall designate a Director to chair such general meeting. If the chairman does not designate a proxy or if such chairman's proxy cannot exercise his powers and authorities, the Directors who are present at the general meeting shall elect one from among themselves to act as the chair at such general meeting in lieu of the chairman. If a general meeting is called by any person(s) other than the Directors, the person(s) who has called the meeting shall preside as the chair of such general meeting; and if there is more than one person who has called a general meeting, such persons shall elect one from among themselves to act as the chair of such general meeting.

19.5 A resolution put to the vote of the meeting shall be decided on a poll. No resolution put to the vote of the meeting shall be decided by a show of hands. In computing the required majority when a poll is demanded regard should be had to the number of votes to which each Member is entitled by the Articles.

19.6 In the case of an equality of votes, the chairman shall not be entitled to a second or casting vote.

19.7 Nothing in the Articles shall prevent any Member from issuing proceedings in a court of competent jurisdiction for an appropriate remedy in connection with the improper convening of any general meeting or the improper passage of any resolution. The Taipei District Court, R.O.C., shall be the court of the first instance for adjudicating any disputes arising out of the foregoing.

19.8 Unless otherwise expressly required by the Statute, the Memorandum or the Articles, any matter which has been presented for resolution, approval, confirmation or adoption by the Members at any general meeting may be passed by an Ordinary Resolution.

19.9 Member(s) holding 1% or more of the total number of outstanding Shares immediately prior to the relevant book closed period may propose to the Company proposal(s) for discussion at an annual general meeting in

writing or by means of electronic transmission to the extent and in accordance with the rules and procedures of general meetings proposed by the Directors and approved by an Ordinary Resolution. Other than any of the following situation occurs, proposals proposed by Member(s) shall be included in the agenda where (a) the proposing Member(s) holds less than 1% of the total number of outstanding Shares, (b) where the matter of such proposal may not be resolved by a general meeting, (c) the proposing Member has proposed more than one proposal (d) such proposal contains more than 300 words, or (e) such proposal is submitted on a day beyond the deadline announced by the Company for accepting the Member's proposals. If the proposal(s) proposed by Member(s) is intended to improve the public interest or fulfil its social responsibilities of the Company, the board of Director may include such proposal(s) in the agenda in accordance with the Applicable Public Company Rules.

20 Votes of Members

20.1 Subject to any rights or restrictions attached to any Shares, every Member who is present in person or by proxy shall have one vote for every Share of which he is the holder.

20.2 No person shall be entitled to vote at any general meeting or at any separate meeting of the holders of a class of Shares unless he is registered as a Member on the record date for such meeting nor unless all calls or other monies then payable by him in respect of Shares have been paid.

20.3 Any objection raised to the qualification of any voter by a Member having voting rights shall be referred to the chairman whose decision shall be final and conclusive.

20.4 Votes may be cast either personally or by proxy. A Member may appoint only one proxy under one instrument to attend and vote at a meeting.

20.5 A Member holding more than one Share is required to cast the votes in respect of his Shares in the same way on any resolution; provided that, if a Member holds Shares on behalf of others, such Member may, to the extent permissible by the provisions of the Statute, cast the votes of the Shares in different ways pursuant to the Applicable Public Company Rules.

20.6 When convening a general meeting, the Company shall permit the Members to vote by way of an electronic transmission as one of the methods of exercising voting power as well as voting by way of a written ballot. If a general meeting is to be held outside of R.O.C., the methods by which Members are permitted to exercise their voting power shall include voting by way of a written ballot or voting by way of an electronic transmission. Where these methods of exercising voting power are to be available at a general meeting, they shall be described in the general meeting notice given to the Members in respect of the relevant general meeting, and the Member voting by written ballot or electronic transmission shall submit such vote to the Company two days prior to the date of the relevant meeting. In case that there are duplicate submissions, the first received by the Company shall prevail. A Member exercising voting power by way of a written ballot or by way of an electronic transmission shall be deemed to have appointed the chairman of the general meeting as his proxy to exercise his or her voting right at such general meeting in accordance with the instructions stipulated in the written or electronic document; provided, however, that such appointment shall be deemed not to constitute the appointment of a proxy for the purposes of the Applicable Public Company Rules. The chairman, acting as proxy of a Member, shall not exercise the voting right of such Member in any way not stipulated in the written or electronic document, nor exercise any voting right in respect of any resolution revised at the meeting or any impromptu proposal at the meeting. A Member voting in such manner shall be deemed to have waived notice of, and the right to vote in regard to, any ad hoc resolution or amendment to the original agenda items to be resolved at the said general meeting. Should the chairman not observe the instructions of a Member in exercising such Member's voting right in respect of any resolution, the Shares held by such Member shall not be included in the calculation of votes in respect of such resolution but shall nevertheless be included in the calculation of quorum for the meeting.

20.7 A Member who has submitted a vote by written ballot or electronic transmission pursuant to Article 19.6 may, at least two days prior to the date of the relevant general meeting, revoke such vote by written ballot or electronic transmission and such revocation shall constitute a revocation of the proxy deemed to be given to the chairman of the general meeting pursuant to Article 19.6. If a Member who has submitted a written ballot or electronic transmission pursuant to Article 19.6 does not submit such a revocation before the prescribed time, the proxy deemed to be given to the chairman of the general meeting pursuant to Article 19.6 shall not be revoked and the chairman of the general meeting shall exercise the voting right of such Member in accordance with that proxy.

20.8 If, subsequent to submitting a written ballot or electronic transmission pursuant to Article 19.6, a Member submits a proxy appointing a person of the general meeting as his proxy to attend the relevant general meeting on his behalf, then the subsequent appointment of that person as his proxy shall be deemed to be a revocation of such Member's deemed appointment of the chairman of the general meeting as his proxy pursuant to Article 19.6.

21 Proxies

21.1 An instrument of proxy shall be in writing, be executed under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation under the hand of an officer or attorney duly authorised for that purpose. A proxy need not be a Member of the Company.

21.2 Obtaining an instrument of proxy for attendance of general meetings shall be subject to the following conditions:

(a) the instrument of proxy shall not be obtained in exchange for money or any other interest, provided that this provision shall not apply to souvenirs for a general meeting distributed on behalf of the Company or reasonable fees paid by the Solicitor to any person mandated to handle proxy solicitation matters;

(b) the instrument of proxy shall not be obtained in the name of others; and

(c) an instrument of proxy obtained through solicitation shall not be used as a non-solicited instrument of proxy for attendance of a general meeting.

21.3 Except for the securities agent, a person shall not act as the proxy for more than thirty Members. Any person acting as proxy for three or more Members shall submit to the Company or its securities agent (a) a statement of declaration declaring that the instruments of proxy are not obtained for the purpose of soliciting on behalf of himself/herself or others; (b) a schedule showing details of such instruments of proxy; and (c) the signed or sealed instruments of proxy, in each case, five days prior to the date of the general meeting.

21.4 The Company may mandate a securities agent to act as the proxy for the Members for any general meeting provided that no resolution in respect of the election of Directors is proposed to be voted upon at such meeting. Matters authorized under the mandate shall be stated in the instructions of the instruments of proxy for the general meeting concerned. A securities agent acting as the proxy shall not accept general authorisation from any Member, and shall, within five days after each general meeting of the Company, prepare a compilation report of general meeting attendance by proxy comprising the details of proxy attendance at the general meeting, the status of exercise of voting rights under the instrument of proxy, a copy of the contract, and other matters as required by the R.O.C. securities competent authorities, and maintain the compilation report available at the offices of the securities agent.

21.5 Except for a Member appointing the chairman of a general meeting as his proxy through written ballot or electronic transmission in the exercise of voting power pursuant to Article 19.6 or for trust enterprises organized under the laws of the R.O.C. or a securities agent approved pursuant to Applicable Public Company Rules, in the event a person acts as the proxy for two or more Members, the sum of Shares entitled to be voted as represented by such proxy shall be no more than 3% of the total outstanding voting Shares immediately prior to the relevant book closed period; any vote in respect of the portion in excess of such 3% threshold shall not be counted**.** For the avoidance of doubt, the number of the Shares to be represented by a securities agent mandated by the Company in accordance with Article 20.4 shall not be subject to the limit of 3% of the total number of the outstanding voting Shares set forth herein.

21.6 The Shares represented by a person acting as the proxy for three or more Members shall not be more than four times of the number of Shares held by such person and shall not exceed 3% of the total number of the outstanding Shares.

21.7 In the event that a Member exercises his/her/its voting power by means of a written ballot or by means of electronic transmission and has also authorized a proxy to attend a general meeting, then the voting power exercised by the proxy at the general meeting shall prevail. In the event that any member who has authorised a proxy to attend a general meeting later intends to attend the general meeting in person or to exercise his voting power by way of a written ballot or electronic transmission, he shall, at least two days prior to such general meeting, serve the Company with a separate notice revoking his previous appointment

of proxy. Votes by way of proxy shall remain valid if the relevant Member fails to revoke his appointment of such proxy before the prescribed time.

21.8 Each Member is only entitled to execute one instrument of proxy to appoint one proxy. The instrument of proxy shall be deposited at the Registered Office or at such other place as is specified for that purpose in the notice convening the meeting. In case that there are duplicate instruments of proxy received by the Company, the first to be received by the Company shall prevail unless an explicit written statement is made by the relevant Member to revoke the previous instrument of proxy in the later received instrument of proxy.

21.9 The instrument of proxy shall be in the form approved by the Company and be expressed to be for a particular meeting only. The form of proxy shall include at least the following information: (a) instructions on how to complete such proxy, (b) the matters to be voted upon pursuant to such proxy, and (c) basic identification information relating to the relevant Member, proxy and the Solicitor (if any). The form of proxy shall be provided to the Members together with the relevant notice for the relevant general meeting, and such notice and proxy materials shall be distributed to all Members on the same day.

21.10 In the event that a resolution in respect of the election of Directors is proposed to be voted upon at a general meeting, each instrument of proxy for such meeting shall be tallied and verified by the Company's securities agent or any other mandated securities agent prior to the time for holding the general meeting. The following matters should be verified:

(a) whether the instrument of proxy is printed under the authority of the Company;

(b) whether the instrument of proxy is signed or sealed by the appointing Member; and

(c) whether the Solicitor or proxy (as the case may be) is named in the instrument of proxy and whether the name is correct.

21.11 The material contents required to be stated in the instruments of proxy, the meeting handbook or other supplemental materials of such general meeting, the written documents and advertisement of the Solicitor for proxy solicitation, the schedule of the instruments of proxy, the proxy form and other documents printed and published under the authority of the Company shall not contain any false statement or omission.

21.12 Votes given in accordance with the terms of an instrument of proxy shall be valid unless notice in writing was received by the Company at the Registered Office at least two days prior to the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy. The notice must set out expressly the reason for the revocation of the proxy, whether due to the incapacity or the lack in authority of the principal at the time issuing the proxy or otherwise.

21.13 A Member who has appointed a proxy shall be entitled to make a request to the Company or its securities agent for examining the way in which his instrument of proxy has been used, within seven days after the relevant general meeting.

21.14 If a general meeting is to be held outside of R.O.C., the Company shall engage a professional securities agent within the R.O.C. to handle the voting by the Members.

22 Proxy Solicitation

Subject to the provisions of the Statute, matters regarding the solicitation of proxies shall be handled in accordance with the Regulations Governing the Use of Proxies for Attendance at Shareholder Meetings of Public Companies of the R.O.C.

23 Dissenting Member's Appraisal Right

23.1 In the event any of the following resolutions is adopted at general meetings, any Member who has notified the Company in writing or verbally (with a record) of his objection to such a resolution prior to or during the meeting and forfeited his voting right provided, may request the Company to buy back all of his/her Shares at the then prevailing fair price:

(a) The Company enters into, amends, or terminates any agreement for any contract for lease of the Company's business in whole, or the delegation of management of the Company's business to other or the regular joint operation of the Company with others;

(b) The Company transfers the whole or a material part of its business or assets, provided that, the foregoing does not apply where such transfer is pursuant to the dissolution of the Company;

(c) The Company accepts the transfer of the whole business or assets of another person, which has a material effect on the Company's business operations;

(d) Any part of the Company's business is Spin-Off (other than a Short-form Spin-off);

(e) The Company is involved in any Merger (other than a Short-form Merger) with any other company;

(f) The Company is involved in any Acquisition with any other company; or

(g) The Company is involved in any Share Exchange (other than a Short-form Share Exchange) with any other company.

23.2 Unless otherwise provided by the Applicable Public Company Rules and the Statue, in the event of a Short-form Merger, a Short-form Spin-off, or a Short-form Share Exchange where at least 90% of the voting power of the outstanding shares of the Company are held by the other company participating in such Merger, Spin-off or Share Exchange, the Company shall deliver a notice to each Member immediately after the resolution of board of directors approving such Short-form Merger, Short-form Spin-off or Short-form Share Exchange and such notice shall state that any Member who expressed his objection against the Short-form Merger, Short-form Spin-off or Short-form Share Exchange within the specified period pursuant to the Applicable Public Company Rules may submit a written objection requesting the Company to repurchase all of his Shares at the then prevailing fair value of such Shares.

23.3 Subject to the Statute, the request prescribed in the preceding two Articles shall be delivered to the Company in writing, stating therein the types, numbers and the price of Shares to be repurchased, within twenty days after the date of such resolution. In the event the Company has reached an agreement in regard to the purchase price with the requested Member in regard to the Shares of such Member (the "**Appraisal Price**"), the Company shall pay such price within ninety days after the date on which the resolution was adopted. In the event that no agreement is reached, the Company shall pay the fair price it has recognized to the dissenting Member who asks for a higher price within ninety days since the resolution was made. If the company fails to pay, the company shall be considered to be agreeable to the price requested by the dissenting Member. In the event the Company fails to reach such agreement with the Member within sixty days after the resolution date, the Company shall, within thirty days after such sixty-day period, file a petition to any competent court of the R.O.C. against all the dissenting Members as the opposing party for a ruling on the Appraisal Price, and the Taipei District Court, R.O.C., may be the court of the first instance. Such ruling by such R.O.C. court shall be binding and conclusive as between the Company and requested Member solely with respect to the Appraisal Price.

23.4 The payment of appraisal price shall be made at the same time as the delivery of Share Certificates, and transfer of such Shares shall be effective at the time when the transferee's name is entered on the Register of Members.

24 Corporate Members

Any corporation or entity which is a Member may in accordance with its constitutional documents, or in the absence of such provision by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members, and the person so authorised shall be entitled to exercise the same powers on behalf of the such

corporate Member which he represents as the corporation could exercise if it were an individual Member.

25 Shares that May Not be Voted

25.1 Shares in the Company that are beneficially owned by the Company (including Subsidiaries) shall not be voted, directly or indirectly, at any general meeting and shall not be counted in determining the total number of outstanding Shares at any given time.

25.2 A Member who has a personal interest in any motion discussed at a general meeting, which interest may be in conflict with those of the Company, shall abstain from voting such Member's Shares in regard to such motion but such Shares may be counted in determining the number of Shares of the Members present at the such general meeting for the purposes of determining the quorum. The aforementioned Member shall also not vote on behalf of any other Member.

25.3 If any Director creates or has created security over any Shares held by him, then he shall notify the Company of such security. If at any time the security created by a Director is in respect of more than half of the Shares held by him at the time of his appointment, then the voting rights attached to the Shares held by such Director at such time shall be reduced, such that the Shares over which security has been created which are in excess of half of the Shares held by the Director at the date of his appointment shall not carry voting rights and shall not be counted in the number of votes casted by the Member at a general meeting.

26 Directors

26.1 There shall be a board of Directors consisting of no less than five (5) persons and no more than eleven (11) persons, including Independent Directors, each of whom shall be appointed to a term of office of three (3) years. Directors may be eligible for re-election. The Company may from time to time by the resolution of Directors increase or reduce the number of Directors subject to the above number limitation provided that the requirements by relevant laws and regulations (including but not limited to any listing requirements) are met.

26.2 Unless otherwise approved by competent authorities, not more than half of the total number of Directors can have a spousal relationship or familial relationship within the second degree of kinship with any other Directors.

26.3 In the event that the Company convenes a general meeting for the election of Directors and any of the Directors elected does not meet the requirements provided in Article 26.2 hereof, the non-qualifying Director(s) who was elected with the fewest number of votes shall be deemed not to have been elected, to the extent necessary to meet the requirements provided in Article 26.2 hereof. Any person who has already served as Director but is in violation of the aforementioned requirements shall vacate the position of Director automatically.

26.4 Unless otherwise permitted under the Applicable Public Company Rules, there shall be at least three (3) Independent Directors. To the extent required by the Applicable Public Company Rules, at least one of the Independent Directors shall be domiciled in the R.O.C. and at least one of the same shall have accounting or financial expertise.

26.5 Independent Directors shall have professional knowledge and shall maintain independence within the scope of their directorial duties, and shall not have any direct or indirect interests in the Company. The professional qualifications, restrictions on shareholdings and concurrent positions, and assessment of independence with respect to Independent Directors shall be governed by the Applicable Public Company Rules.

26.6 Any Member(s) holding 1% or more of the Company's issued capital for at least six consecutive months may in writing request any of the Independent Directors of the audit committee to bring action against the Directors in a court of competent jurisdiction. If the Independent Directors failed to bring such action within thirty days after the request by the Member, such Member may bring the action in a court of competent jurisdiction in the name of the Company.

27 Powers of Directors

27.1 Subject to the provisions of the Statute, the Memorandum and the Articles and to any directions given by Ordinary Resolution, Special Resolution or Supermajority Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. A duly convened meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

27.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall determine by resolution.

27.3 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

27.4 The Company may purchase liability insurance for Directors and the Directors shall determine terms of such insurance by resolution, taking into account the standards of the industry within the R.O.C. and overseas.

27.5 The Directors shall faithfully carry out their duties with care, and may be held liable for the damages suffered by the Company for any violation of such duty. The Company may by Ordinary Resolution of any general meeting demand the Directors to disgorge any profit realised from such violation and regard the profits realised as the profits of the Company as if such violation was made for the benefit of the Company. The Directors shall indemnify the Company for any losses or damages incurred by the Company if such loss or damage is incurred as a result of a Director's breach of laws or regulations in the course of performing his duties. The duties of the Directors shall also apply to the managers of the Company.

28 Appointment and Removal of Directors

28.1 The Company may by a majority or, if less than a majority, the most number of votes, at any general meeting elect any person to be a Director, which vote shall be calculated in accordance with Article 28.2 below. The Company may by Supermajority Resolution remove any Director. Members present in person or by proxy, representing more than one-half of the total outstanding Shares shall constitute a quorum for any general meeting to elect one or more Directors.

28.2 Directors shall be elected pursuant to a cumulative voting mechanism pursuant to a poll vote, the procedures for which has been approved and adopted by the Directors and also by an Ordinary Resolution, where the number of votes exercisable by any Member shall be the same as the product of the number of Shares held by such Member and the number of Directors to be elected ("**Special Ballot Votes**"), and the total number of Special Ballot Votes cast by any Member may be consolidated for election of one Director candidate or may be split for election amongst multiple Director candidates, as specified by the Member pursuant to the poll vote ballot. There shall not be votes which are limited to class, party or sector, and any Member shall have the freedom to specify whether to concentrate all of its votes on one or any number of candidate(s) without restriction. A candidate to whom the ballots cast represent a prevailing number of votes shall be deemed a Director elect, and where more than one Director is being elected, the top candidates to whom the votes cast represent a prevailing number of votes relative to the other candidates shall be deemed directors elect. The rule and procedures for such cumulative voting mechanism shall be in accordance with policies proposed by the Directors and approved by an Ordinary Resolution from time to time, which policies shall be in accordance with the Memorandum, the Articles and the Applicable Public Company Rules.

28.3 The Directors shall adopt a candidate nomination mechanism which is in compliance with Applicable Public Company Rules. The rules and procedures for such candidate nomination shall be in accordance with policies proposed by the Directors and approved by an Ordinary Resolution from time to time, which policies shall be in accordance with the Statute, the Memorandum, the Articles and the Applicable Public Company Rules.

28.4 If a Member is a corporation, the authorised representative of such Member may be elected as Director. If such Member has more than one authorised representative, each of the authorised representative of such Member may be nominated for election at a general meeting.

29 Vacation of Office of Director

28.1 The Company may from time to time remove all Directors from office before the expiration of his term of office notwithstanding anything in the Articles to the contrary and may elect new Directors to fill such vacancies in accordance with Article 27.1 and unless a resolution of a meeting of Members provide otherwise, the existing Directors' office shall be deemed discharged upon such election of new Directors prior to the expiration of such Directors' applicable term of office.

28.2 In the event of any of the following events having occurred in relation to any Director, such Director shall be vacated automatically:

(a) he gives notice in writing to the Company that he resigns the office of Director;

(b) he dies, becomes bankrupt or makes any arrangement or composition with his creditors generally;

(c) an order is made by any competent court or official on the grounds that he is or will be suffering from mental disorder or is otherwise incapable of managing his affairs, or his/her legal capacity is restricted according to the applicable laws;

(d) he commits an offence as specified in the Statute for Prevention of Organizational Crimes of the R.O.C. and is subsequently adjudicated guilty by a final judgment, and the sentence has not been executed, the execution of the sentence has not been completed, or the time elapsed since he has served the full term of the sentence, the expiration of probation period, or the pardon of such punishment is less than five years; or

(e) he commits any criminal offence of fraud, breach of trust or misappropriation and is subsequently punished with imprisonment for a term of more than one year, and the sentence has not been executed, the execution of the sentence has not been completed, or the time elapsed since he has served the full term of such sentence, the expiration of probation period, or the pardon of such punishment is less than two years;

(f) he commits a offence as specified in the Anti-Corruption Act of the R.O.C. and is subsequently adjudicated guilty by a final judgment, and the sentence has not been executed, the execution of the sentence has not been completed, or the time elapsed since he has served the full term of such sentence, the expiration of probation period, or the pardon of such punishment is less than two years;

(g) he is dishonoured for unlawful use of credit instruments, and the term of such sanction has not expired yet;

(h) he is declared bankrupt or is subject to liquidation procedure adjudicated by a court, and his/her/its rights have not been resumed yet;

(i) he has limited legal capacity or is legally incompetent;

(j) he is subject to the commencement of assistance by a court and a court order has not yet been revoked;

(k) he, within his term of office of three (3) years as a Director (excluding Independent Directors), transfer to any person more than half of the Shares that he held at the time of his appointment;

(l) the Members resolve by a Supermajority Resolution that he should be removed as a Director; or

(m) in the event that he has, in the course of performing his duties, committed any act resulting in material damage to the Company or in serious violation of applicable laws and/or regulations or the Memorandum and the Articles, but has not been removed by the Company pursuant to a Supermajority Resolution vote, then any Member(s) holding 3% or more of the total number of outstanding Shares shall have the right, within thirty days after that general meeting, to petition any competent court for the removal of such Director, at the Company's expense and such Director shall be removed upon the final judgement by such court. For clarification, if a relevant court has competent jurisdiction to adjudicate all of the foregoing matters in a single or a series of proceedings, then, for the purpose of this paragraph (j), final judgement shall be given by such competent court.

In the event that the foregoing events described in any of clauses (b), (c), (d), (e), (f), (g), (h), (i) or (j) has occurred in relation to a Director elect, such Director elect shall be disqualified from being elected as a Director. In the event that any Director (excluding Independent Directors) appointed hereunder (i), before taking his office, transfers to any person more than half of the Shares that he held at the time when he was elected as a Director, or (ii) transfers to any person more than half of the Shares that he held during the book closed period of a general meeting of the Company, the appointment of such Director shall become null and void.

30 Proceedings of Directors

30.1 The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be over one half of the total number of Directors elected. If the number of Directors is less than five (5) persons due to the vacation of Director(s) for any reason, the Company shall hold an election of Director(s) at the next following general meeting. When the number of vacancies in the board of Directors of the Company is equal to one third of the total number of Directors elected, the board of Directors shall hold, within sixty days, a general meeting of Members to elect succeeding Directors to fill the vacancies.

30.2 Unless otherwise permitted by the Applicable Public Company Rules, if the number of Independent Directors is less than three persons due to the vacation of Independent Directors for any reason, the Company shall hold an election of Independent Directors at the next following general meeting. Unless otherwise permitted by the Applicable Public Company Rules, if all of the Independent Directors are vacated, the board of Directors shall hold, within sixty days, a general meeting to elect succeeding Independent Directors to fill the vacancies.

30.3 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. Any motions shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall not have a second or casting vote.

30.4 A person may participate in a meeting of the Directors or committee of Directors by video conference. Participation by a person in a meeting in this manner is treated as presence in person at that meeting. The time and place for a meeting of the Directors or committee of Directors shall be at the office of the Company and during business hours or at a place and time convenient to the Directors and suitable for holding such meeting.

30.5 A Director may, or other officer of the Company authorized by a Director shall, call a meeting of the Directors by at least seven days' notice in writing (which may be a notice delivered by facsimile transmission or electronic mail) to every Director which notice shall set forth the general nature of the business to be considered In the event of an urgent situation, a meeting of Directors may be held at any time after notice has been given in accordance with the Applicable Public Company Rules.

30.6 The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of summoning a general meeting of the Company, but for no other purpose.

30.7 The Directors shall, by a resolution, establish rules governing the procedure of meeting(s) of the Directors and report such rules to a meeting of Members, and such rules shall be in accordance with the Articles and the Applicable Public Company Rules.

30.8 All acts done by any meeting of the Directors or of a committee of Directors shall, notwithstanding that it be afterwards discovered that there was some defect in the election of any Director, or that they or any of them

were disqualified, be as valid as if every such person had been duly elected and qualified to be a Director as the case may be.

30.9 A Director may be represented at any meetings of the board of Directors by a proxy appointed in writing by him. The proxy shall count towards the quorum and the vote of the proxy shall for all purposes be deemed to be that of the appointing Director.

31 Directors' Interests

31.1 A Director may hold any other office or place of profit under the Company in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.

31.2 The Directors may be paid remuneration only in cash. The amount of such remuneration shall be determined by the Directors and take into account the extent and value of the services provided for the management of the Corporation and the standards of the industry within the R.O.C. and overseas.

31.3 Unless prohibited by the Statute or by the Applicable Public Company Rules, a Director may himself or through his firm act in a professional capacity on behalf of the Company and he or his firm shall be entitled to such remuneration for professional services as if he were not a Director.

31.4 A Director who engages in conduct, either for himself or on behalf of another person within the scope of the Company's business, shall disclose to Members at a general meeting prior to such conduct, a summary of the major elements of such interest and obtain the ratification of the Members at such general meeting by a Supermajority Resolution vote. In case a Director engages in business conduct for himself or on behalf of another person in violation of this provision, the Members may, by an Ordinary Resolution, require the disgorgement of any and all earnings derived from such act, except when at least one year has lapsed since the realization of such associated earnings.

31.5 A Director who has a personal interest in the matter under discussion at a meeting of the Directors shall disclose the material information of such Director’s interest at the meeting; provided that in the event a Director’s spouse or any relatives within the second degree of kinship with a Director, or company(s) which has controlling and subordinating relationship with a Director, has a personal interest in the matter under discussion at a meeting, the said Director shall be deemed to have a personal interest in such matter. If the interest of such Director conflicts with or impairs the interest of the Company, such Director shall not be entitled to vote nor exercise voting rights on behalf of another Director; the voting right of such Director who cannot vote or exercise any voting right as prescribed above shall not be counted in the number of votes of Directors present at the board meeting. Where proposals are under consideration concerning a proposed merger and acquisition by the Company, a Director who has a personal interest in the proposed transaction shall disclose at the meeting of the board of Directors and the general meeting, the nature of such director's personal interest and the reason(s) for the approval or objection to the proposed resolution.

32 Minutes

The Directors shall cause minutes to be made in books kept for the purpose of all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any class of Shares and of the Directors, and of committees of Directors including the names of the Directors present at each meeting.

33 Delegation of Directors' Powers

33.1 Subject to the Applicable Public Company Rules, the Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any managing director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him provided that the appointment of a managing director shall be revoked forthwith if he ceases to be a Director. Any such delegation may be made subject to any conditions the Directors may impose and either

collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

33.2 The Directors may establish any committees or appoint any person to be a manager or agent for managing the affairs of the Company and may appoint any person to be a member of such committees. Any such appointment may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of any such committee shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

33.3 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Directors may determine, provided that the delegation is not to the exclusion of their own powers and may be revoked by the Directors at any time.

33.4 The Directors may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under the Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Directors may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in him.

33.5 The Directors shall appoint a chairman and may appoint such other officers as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of his appointment an officer may be removed by resolution of the Directors.

33.6 Notwithstanding anything to the contrary contained in this Article 33, unless otherwise permitted by the Applicable Public Company Rules, the Directors shall establish an audit committee comprised of all of the Independent Directors, one of whom shall be the chairman, and at least one of whom shall have accounting or financial expertise to the extent required by the Applicable Public Company Rules. A resolution of the audit committee shall be passed by one-half or more of all members of such committee. The rules and procedures of the audit committee shall be in accordance with policies proposed by the members of the audit committee and passed by the Directors from time to time, which shall be in accordance with the Statute, the Memorandum, the Articles and the Applicable Public Company Rules and the instruction of the FSC or GTSM (or TSE, as applicable), if any. The Directors shall, by a resolution, adopt a charter for the audit committee in accordance with these Articles and the Applicable Public Company Rules.

33.7 Any of the following matters of the Company shall require the consent of one-half or more of all audit committee members and be submitted to the board of Directors for resolution:

(a) Adoption or amendment of an internal control system of the Company;

(b) Assessment of the effectiveness of the internal control system;

(c) Adoption or amendment of handling procedures for significant financial or operational actions, such as acquisition or disposal of assets, derivatives trading, extension of monetary loans to others, or endorsements or guarantees on behalf of others;

(d) A matter where a Director has a personal interest;

(e) A material asset or derivatives transaction;

(f) A material monetary loan, endorsement, or provision of guarantee;

(g) The offering, issuance, or Private Placement of any equity-type securities;

(h) The hiring or dismissal of an attesting certified public accountant, or the compensation given thereto;

(i) The appointment or removal of a financial, accounting, or internal auditing officer;

(j) Annual and semi-annual financial reports;

(k) Any other matter so determined by the Company from time to time or required by any competent authority overseeing the Company.

Except for item (j) above, any matter under subparagraphs (a) through (k) of the preceding paragraph that has not been approved with the consent of one-half or more of the audit committee members may be undertaken only upon the approval of two-thirds or more of all Directors, without regard to the restrictions of the preceding paragraph, and the resolution of the audit committee shall be recorded in the minutes of the Directors meeting.

33.8 Prior to the commencement of Board of Directors or shareholders meeting to adopt any resolution of M&A, the Company shall have the Audit Committee to review the fairness and reasonableness of the plan and transaction of the M&A, and then to report the results of the review to the Board of Directors and the general meeting unless the resolution by the general meeting is not required by the Statute. During the review, the Audit Committee shall seek opinions from an independent expert on the justification of the share exchange ratio or distribution of cash or other assets. The results of the review of Audit Committees and opinions of independent experts shall be sent to the Members together with the notice of the general meeting. In the event that the resolution by the general meeting is not required by the Statute, the Board of Directors shall report the foregoing at the next closest general meeting.

33.9 With respect to the documents shall be sent to the Members as provided in the preceding Article, in the event that the Company announced the same content as in those documents on the website designated by the R.O.C. securities competent authorities and those documents are prepared in the company and at the venue of the general meeting, those documents shall be deemed as having been sent to the Members.

33.10 The Directors shall establish a remuneration committee in accordance with the Applicable Public Company Rules. The number of members of the remuneration committee, professional qualifications, restrictions on shareholdings and position that a member of the remuneration committee may concurrently hold, and assessment of independence with respect to the members of the remuneration committee shall comply with the Applicable Public Company Rules. The remuneration committee shall comprise of no less than three members, one of which shall be appointed as chairman of the remuneration committee. The rules and procedures for convening any meeting of the remuneration committee shall comply with policies proposed by the members of the remuneration committee and approved by the Directors from time to time, provided that the rules and procedures approved by the Directors shall be in accordance with the Statute, the Memorandum, the Articles and the Applicable Public Company Rules and any directions of the FSC or GTSM (or TSE, as applicable). The Directors shall, by a resolution, adopt a charter for the remuneration committee in accordance with these Articles and the Applicable Public Company Rules.

33.11 The remuneration referred in the preceding Article shall include the compensation, salary, stock options and other incentive payment to the Directors and managers of the Company. Unless otherwise specified by the Applicable Public Company Rules, the managers of the Company for the purposes of this Article shall mean executive officers of the Company with the rank of Vice President or higher and have the powers to make decisions for the Company.

34 Seal

34.1 The Company may, if the Directors so determine, have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors. The use of Seal shall be in accordance with the use of Seal policy adopted by the Directors from time to time.

34.2 The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals, each of which shall be a facsimile of the common Seal of the Company and kept under the custody of a person appointed by the Directors, and if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

34.3 A person authorized by the Directors may affix the Seal over his signature alone to any document of the Company required to be authenticated by him under seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

35 Dividends, Distributions and Reserve

35.1 The Company shall set aside 1% of its annual profits as bonus to employees of the Company and set side no more than 3% of its annual profits as bonus to Directors, provided however that the Company shall first offset its losses in previous years that have not been previously offset. The distribution of bonus to employees may be made by way of cash or Shares, which may be distributed under an incentive programme approved pursuant to Article 11.1 above. The employees under Article 34.1 may include certain employees of the Subsidiaries who meet the conditions prescribed by the Company. The distribution of bonus to employees and to Directors shall be approved by a majority of the Directors present at a meeting attended by two-thirds or more of the total number of the Directors and shall be reported to the Members at the general meeting. A Director who also serves as an executive officer of the Company and/or its Subsidiaries may receive a bonus in his capacity as a Director and a bonus in his capacity as an employee.

35.2 The Company may distribute profits in accordance with a proposal for distribution of profits prepared by the Directors and approved by the Members by an Ordinary Resolution at any general meeting. The Directors shall prepare such proposal as follows: the proposal shall begin with the Company's Annual Net Income and offset its losses in previous years that have not been previously offset, then set aside a special capital reserve at 10% of the profits left over, until the accumulated special capital reserve has equalled the total capital of the Company. Any balance left over may be distributed as Dividends (including cash dividends or stock dividends) or bonuses in accordance with the Statute and the Applicable Public Company Rules and after taking into consideration financial, business and operational factors with the amount of profits distributed to Members not lower than 10% of profits (after tax) of the then current year and the amount of cash dividends distributed thereupon shall not be less than 10% of the profits proposed to be distributed of the then current year.

35.3 Subject to the Statute and this Article, the Directors may declare Dividends and distributions on Shares in issue and authorise payment of the Dividends or distributions out of the funds of the Company lawfully available therefor. No Dividend or distribution shall be paid except out of the realised or unrealised profits of the Company, or out of the share premium account or as otherwise permitted by the Statute.

35.4 Except as otherwise provided by the rights attached to Shares, all Dividends shall be declared and paid in proportion to the number of Shares that a Member holds. If any Share is issued on terms providing that it shall rank for Dividend as from a particular date that Share shall rank for Dividend accordingly.

35.5 The Directors may deduct from any Dividend or distribution payable to any Member all sums of money (if any) then payable by him to the Company on any account.

35.6 The Directors may, after obtaining an Ordinary Resolution, declare that any distribution other than Dividends be paid wholly or partly by the distribution of specific assets and in particular of shares, debentures, or securities of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees as may seem expedient to the Directors.

35.7 Any Dividend, distribution, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

35.8 No Dividend or distribution shall bear interest against the Company.

35.9 Any Dividend which cannot be paid to a Member and/or which remains unclaimed after six months from the date of declaration of such Dividend may, in the discretion of the Directors, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the Dividend shall remain as a debt due to the Member. Any Dividend which remains unclaimed after a period of six years from the date of declaration of such Dividend shall be forfeited and shall revert to the Company.

35.10 Subject to the Statue, the Company may distribute to the Members, in the form of cash, all or a portion of its dividends and bonuses, Legal Reserve and/or capital reserve derived from issuance of new shares at a premium or from gifts received by the Company by a majority of the Directors at a meeting attended by

two-thirds or more of the total number of the Directors, and shall subsequently report such distribution to a shareholders' meeting.

36 Capitalisation

Subject to Article 14.2(d), the Directors may capitalise any sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or any sum standing to the credit of profit and loss account or otherwise available for distribution and to appropriate such sum to Members in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of Dividend and to apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid-up to and amongst them in the proportion aforesaid. In such event the Directors shall do all acts and things required to give effect to such capitalisation, with full power to the Directors to make such provisions as they think fit such that Shares shall not become distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Directors may authorise any person to enter on behalf of all of the Members interested into an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

37 Tender Offer

After the receipt of the copy of a tender offer application form, the prospectus and relevant documents by the Company or its litigation or non-litigation agent appointed, the board of the Directors shall proceed with the process of the tender offer subject to the Applicable Public Company Rules.

38 Books of Account

38.1 The Directors shall cause proper books of account to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

38.2 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in general meeting.

38.3 The Directors may from time to time cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

38.4 Minutes and written records of all meetings of Directors, any committees of Directors, and any general meeting shall be made in the Chinese language with an English translation. In the event of any inconsistency between the Chinese language version and the relevant English translation, the Chinese

language version shall prevail, except in the case where a resolution is required to be filed with the Registrar of Companies in the Cayman Islands, in which case the English language version shall prevail.

38.5 The instruments of proxy, documents, forms/statements and information in electronic media prepared in accordance with the Articles and relevant rules and regulations shall be kept for at least one year. However, if a Member institutes a lawsuit with respect to such instruments of proxy, documents, forms/statements and/or information mentioned herein, they shall be kept until the conclusion of the litigation if longer than one year.

39 Notices

39.1 Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by courier, post, cable, telex or e-mail to him or to his address as shown in the Register of Members (or where the notice is given by e-mail by sending it to the e-mail address provided by such Member). Any notice, if posted from one country to another, is to be sent by airmail.

39.2 Where a notice is sent by courier, service of the notice shall be deemed to be effected by delivery of the notice to a courier company, and shall be deemed to have been received on the third day (not including Saturdays or Sundays or public holidays) following the day on which the notice was delivered to the courier. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre paying and posting a letter containing the notice, and shall be deemed to have been received on the fifth day (not including Saturdays or Sundays or public holidays) following the day on which the notice was posted. Where a notice is sent by cable or telex, service of the notice shall be deemed to be effected by properly addressing and sending such notice and shall be deemed to have been received on the same day that it was transmitted. Where a notice is given by e-mail service shall be deemed to be effected by transmitting the e-mail to the e-mail address provided by the intended recipient and shall be deemed to have been received on the same day that it was sent, and it shall not be necessary for the receipt of the e-mail to be acknowledged by the recipient.

39.3 A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member in the same manner as other notices which are required to be given under the Articles and shall be addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

39.4 Notice of every general meeting shall be given in any manner hereinbefore authorised to every person shown as a Member in the Register of Members on the record date for such meeting and every person upon whom the ownership of a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member of record where the Member of record but for his death or bankruptcy would be entitled to receive notice of the meeting, and no other person shall be entitled to receive notices of general meetings.

40 Winding Up

40.1 If the Company shall be wound up, and the assets available for distribution amongst the Members shall be insufficient to repay the whole of the share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the number of the Shares held by them. If in a winding up the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst the Members in proportion to the number of the Shares held by them at the commencement of the winding up subject to a deduction from those Shares in respect of which there are monies due, of all monies payable to the Company. This Article is without prejudice to the rights of the holders of Shares issued upon special terms and conditions.

40.2 If the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Statute and in compliance with the Applicable Public Company Rules, divide amongst the Members in proportion to the number of Shares they hold the whole or any part of the assets of the Company in kind (whether they shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any

part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

41 Financial Year

Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.

42 Litigation and Non-Litigation Agent in the R.O.C.

Subject to the provisions of the Statute, the Company shall, by a resolution of the Directors, appoint or remove a natural person domiciled or resident in the territory of the R.O.C. to be its litigation and non-litigation agent in the R.O.C., pursuant to the Applicable Public Company Rules, and under which the litigation and non-litigation agent shall be the responsible person of the Company in the R.O.C. The Company shall report such appointment and any change thereof to the competent authorities in the R.O.C. pursuant to the Applicable Public Company Rules.

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附錄三

合富醫療控股股份有限公司股東會議事規則

2020.5.27 股東會修訂通過

第一條 （前言）

為建立本公司良好股東會治理制度、健全監督功能及強化管理機能，爰依上市上櫃公司治理實務守則第五條訂定本議事規則，以資遵循。

第二條 （總則）

本公司股東會之議事規則，除法令或章程另有規定者外，應依本議事規則之規定。

第三條 （股東會之召集及通知程序）

本公司股東會除法令或章程另有規定外，由董事會召集之。

董事會經繼續一年以上持有已發行股份總數百分之三以上股份之股東依章程規定請求董事會召集股東臨時會而於股東提出請求日起十五日內未為股東臨時會召集之通知時，提出請求之股東得報經主管機關許可，自行召集股東臨時會。

股東會之召集，應編製議事手冊，並依相關法令和章程規定之時間與方式，將議事手冊及其他相關資料於中華民國證券主管機關指定之網際網路資訊申報系統（以下簡稱「申報系統」）公告申報之。股東會開會十五日前，備妥當次股東會議事手冊及會議補充資料，供股東隨時索閱，並陳列於本公司及本公司所委任之專業股務代理機構，且應於股東會現場發放。

股東會召集之通知，常會應於開會日之三十日前通知各股東，臨時會應於十五日前通知各股東。通知及公告應載明召集事由；其通知經股東同意者，得以電子方式為之。與下列有關之事項應載明於股東會通知並說明其主要內容，且不得以臨時動議提出；其主要內容得置於中華民國證券主管機關或公司指定之網站，並應將其網址載明於通知中：

一、選舉或解任董事；

二、修改章程；

三、減資；

四、申請停止公開發行；

五、（一）解散、合併（不包括簡易合併）或分割（不包括簡易分割）；（二）訂立、修改或終止關於出租本公司全部營業，或委託經營，或與他人經常共同經營之契約；（三）讓與本公司全部或主要部分之營業或財產；（四）受讓他人全部營業或財產而對本公司營運有重大影響者；

六、許可董事為其自己或他人從事本公司營業範圍內事務之行為；

七、以發行新股方式分配本公司全部或部分盈餘；

八、將法定公積及因發行股票溢價或受領贈與所得之資本公積，以發行新股方式分配與原股東；

九、本公司私募發行具股權性質之有價證券。

股東會召集事由已載明全面改選董事，並載明就任日期，該次股東會改選完成後，同次會議不得再以臨時動議或其他方式變更其就任日期。

於相關之股東名冊停止過戶期間前持有已發行股份總數百分之一以上股份之股東，得以書面或電子受理方式向本公司提出股東常會議案。除有下列情形之一者外，董事會應將股東之提案列為議案：(a)提案股東持股未達已發行股份總數百分之一者，(b)該議案事項非股東會所得決議者，(c)該提案股東提案超過一項者，但股東提案係為敦促公司增進公共利益或善盡社會責任之建議，董事會仍得列入議案，(d)議案超過三百字者，或(e)該議案於公告受理期間外提出者。

第四條 （委託書）

股東得依據本公司章程以本公司核准之格式之委託書，載明授權範圍，委託代理人，出席股東會，並載明該委託書僅為特定股東會所為。

委託書格式內容應至少包括填表須知、股東委託行使事項及股東、受託代理人及徵求人（若有）基本資料等項目，委託書用紙並應與股東會召集通知同時提供予股東，並應於同日分發予所有股東。
一股東以出具一委託書，並以委託一人為限，應於股東會開會五日前送達本公司登記處所或送達股東會召集通知或本公司寄出之委託書上所指定之處所，委託書有重複時，以最先送達者為準。但股東在後送達的文件中明確以書面聲明撤銷前委託者，不在此限。
委託書送達本公司後，股東欲親自出席股東會者，應於股東會開會二日前，以書面向本公司為撤銷委託之通知，該通知應敘明撤銷委託之原因係因被代理人於出具委託書時不具行為能力或不具委託權力或其他事由；逾期撤銷者，以委託代理人出席行使之表決權為準。

第五條 （召開股東會地點及時間）
股東會應於董事會指定之時間及地點召開，惟除法令另有規定外，股東會應於中華民國境內召開。如董事會決議在台灣境外召開股東會，本公司應於董事會決議或股東取得中華民國相關主管機關召集許可後二日內申報櫃買中心（或證交所，若適用）同意。於中華民國境外召開股東會時，本公司應於中華民國境內委託經中華民國證券主管機關及櫃買中心（或證交所，若適用）核准之指定機構，受理該等股東會行政事務（包括但不限於受理股東委託投票事宜）。

第六條 （簽名簿等文件之備置）
本公司應於開會通知書載明受理股東報到時間、報到處地點，及其他應注意事項。
前項受理股東報到時間至少應於會議開始前三十分鐘辦理之；報到處應有明確標示，並派適足適任人員辦理之。
本公司應設簽名簿供出席股東本人或股東所委託之代理人（以下稱股東）簽到，或由股東繳交簽到卡以代簽到。
本公司應依相關法令或章程之規定將議事手冊、年報、出席證、發言條、表決票及其他會議資料，交付予出席股東會之股東；有選舉董事者，應另附選舉票。
股東應憑出席證、出席簽到卡或其他出席證件出席股東會，本公司對股東出席所憑依之證明文件不得任意增列要求提供其他證明文件；屬徵求委託書之徵求人並應攜帶身分證明文件，以備核對。
政府或法人為股東時，出席股東會之代表人不限於一人。法人受託出席股東會時，僅得指派一人代表出席。

第七條 （股東會主席、列席人員）
股東會如由董事會召集者，其主席應由董事長擔任之，董事長請假或因故不能行使職權時，由副董事長代理之，無副董事長或副董事長亦請假或因故不能行使職權時，由董事長指定董事一人代理之，董事長未指定代理人或所指定之代理人因故不能行使代理職權時，應由其他出席之董事互推一人代理之。
前項主席係由董事代理者，以任職六個月以上，並瞭解公司財務業務狀況之董事擔任之。主席如為法人董事之代表人者，亦同。
股東會如由董事會以外之其他召集權人召集者，主席由該召集權人擔任之，召集權人有二人以上時，應互推一人擔任之。
董事會所召集之股東會，董事長宜親自主持，且宜有董事會過半數之董事、至少一席獨立董事親自出席，及各類功能性委員會成員至少一人代表出席，並將出席情形記載於股東會議事錄。
本公司得指派所委任之律師、會計師或相關人員列席股東會。

第八條 （股東會法定出席股份數）
股東會之出席，應以股份為計算基準。出席股數依簽名簿或繳交之簽到卡，加計以書面或電子方式行使表決權之股數計算之。

已屆開會時間，主席應即宣布開會，惟除本公司章程另有明文規定外，若於指定為股東會會議之時間開始時出席股東代表股份數未達法定出席股份數，或於股東會會議進行中出席股東代表股份數未達法定出席股份數者，主席得宣布延後開會，但其延後次數以二次為上限，且延後時間合計不得超過一小時。如股東會經延後二次開會但出席股東代表股份數仍不足法定出席股份數時，主席應宣布該股東會流會。如仍有召集股東會之必要者，則應依本公司章程規定重行召集一次新的股東會。

第九條 （議案討論）

股東會如由董事會召集者，其議程由董事會訂定之，相關議案（包括臨時動議及原議案修正）均應採逐案票決，會議應依排定之議程進行，非經股東會決議不得變更之。

股東會如由董事會以外之其他有召集權人召集者，準用第一項之規定。

第一項及第二項排定之議程於議事（含臨時動議）未終結前，非經決議，主席不得逕行宣布散會；主席違反本議事規則，宣布散會者，董事會其他成員應迅速協助出席股東依法定程序，以出席股東表決權過半數之同意推選一人擔任主席，繼續開會。

主席對於議案及股東所提之修正案或臨時動議，應給予充分說明及討論之機會，認為已達可付表決之程度時，得宣布停止討論，提付表決，並安排適足之投票時間。

本公司應將股東會開會之過程全程錄音或錄影，相關影音資料應至少保存一年，遇有與股東會召集程序不當或不當通過決議有關之訴訟情事時，應保存至訴訟終結為止。前述之保存方式得以電子檔案形式為之。

第十條 （股東發言）

出席股東發言前，須先填具發言條載明發言要旨、股東戶號（或出席證編號）及戶名，由主席定其發言順序。

出席股東僅提發言條而未發言者，視為未發言。發言內容與發言條記載不符者，以發言內容為準。

同一議案每一股東發言，非經主席之同意不得超過兩次，每次不得超過五分鐘，惟股東發言違反規定或超出議題範圍者，主席得制止其發言。

出席股東發言時，其他股東除經徵得主席及發言股東同意外，不得發言干擾，違反者主席應予制止。

法人股東指派二人以上之代表出席股東會時，同一議案僅得推由一人發言。

出席股東發言後，主席得親自或指定相關人員答覆。

第十一條 （表決股數之計算、迴避制度）

股東會之表決除章程另有規定外，依下列規定及第 12 條規定辦理。

股東會之表決，應以股份為計算基準。

股東會之決議，對依章程或法令規定無表決權股東之股份數，不算入已發行股份之總數。

股東對於股東會討論之事項，有自身利害關係且其利益可能與本公司之利益衝突者，就其所持有的股份，不得在股東會上就該議案加入表決，並不得代理他股東行使其表決權。

前項不得行使表決灌之股份數，不算入已出席股東之表決權數。但為計算法定出席股份數門檻之目的，此等股份仍應計入出席該股東會股東所代表之股份數。

除章程另有規定或章程或本議事規則所列無表決權者外，股東每股有一表決權。

除依據中華民國法律組織之信託事業或章程規定之公開發行公司規則核准之股務代理機構外，一人同時受二人以上股東委託時，其代理之表決權不得超過股票停止過戶前本公司已發行股份總數表決權之百分之三，超過時其超過之表決權，不予計算。

第十二條 （行使表決權及決議之方式）

本公司召開股東會時，應採行以電子方式並得採行以書面方式行使其表決權；其以書面或電子方式行使表決權時，其行使方法應載明於股東會召集通知。股東依前開規定以書面投票或電子方式

行使其於股東會之表決權時，應視為親自出席該次股東會。但就該次股東會之臨時動議及/或原議案之修正，此等股東無權受通知以及無權行使表決權。為避免疑義，以此種方式行使表決權之股東應視為已拋棄其就該次股東會之臨時動議及/或原議案之修正之通知及表決權之權利。
前項以書面投票或電子方式行使表決權者，其意思表示應於股東會開會二日前送達公司，意思表示有重複時，以最先送達者為準。但聲明撤銷前意思表示者，不在此限。
股東依前項規定將其以書面投票或電子方式行使表決權之意思表示送達公司後，嗣後如欲親自出席股東會者，至遲應於股東會開會前二日以與行使表決權相同之方式撤銷前項行使表決權之意思表示；逾期撤銷者，以書面投票或電子方式行使之表決權為準。如以書面投票或電子方式行使表決權並以委託書委託代理人出席股東會者，以委託代理人出席行使之表決權為準。
除章程或本議事規則另有規定外，議案之表決應依出席股東表決權數過半數之同意通過之。表決時，應逐案由主席或其指定人員宣佈出席股東之表決權總數後，由股東逐案進行投票表決，並於股東會召開後當日，將股東同意、反對及棄權之結果輸入公開資訊觀測站。
同一議案有修正案或替代案時，由主席併同原案定其表決之順序。如其中一案已獲通過時，其他議案即視為否決，勿庸再行表決。
議案表決之監票及計票人員，由主席指定之，但監票人員應具有股東身分。
計票應於股東會場內公開為之，表決之結果，包含統計之權數，應當場報告，並作成紀錄。

第十三條 （選舉或解任事項）
股東會有選舉或解任董事時，應依本公司章程辦理，並應當場宣布選舉或解任結果，包含當選董事之名單與其當選權數。
前項選舉或解任之選舉或表決票，應由監票人及主席密封簽字後至少保存一年，遇有與股東會召集程序不當或不當通過決議有關之訴訟情事時，應保存至訴訟終結為止。

第十四條 （股東會議事錄）
股東會之議決事項，應作成議事錄，由主席簽名或蓋章，並於會後二十日內，將議事錄分發各股東或以公告方式為之。議事錄之製作及分發，得以電子方式為之，並依相關法令於申報系統公告申報之。
議事錄應確實依會議之年、月、日、場所、主席姓名、決議方法、議事經過之要領及表決結果（包含統計之權數）記載之，有選舉董事時，應揭露每位候選人之得票權數。在本公司存續期間，應永久保存。

第十五條 （會場秩序之維護）
辦理股東會之會務人員應佩帶識別證或臂章。
股東會得設置糾察員或保全人員並由主席指揮協助維持會場秩序。糾察員或保全人員在場協助維持秩序時，應佩戴「糾察員」字樣臂章或識別證。
會場備有擴音設備者，股東非以本公司配置之設備發言時，主席得制止之。
股東違反本議事規則不服從主席糾正，或妨礙會議之進行經制止不從者，得由主席指揮糾察員或保全人員請其離開會場。

第十六條 （休息、續行集會）
會議進行時，主席得酌定時間宣布休息，發生不可抗拒之情事時，主席得裁定暫時停止會議，並視情況宣布續行開會之時間。
股東會排定之議程於議事（含臨時動議）未終結前，開會之場地屆時未能繼續使用，得由股東會決議另覓場地繼續開會。

第十七條 （訂定和修訂程序）
本議事規則經股東會通過後施行，修正時亦同。

第十八條　（法令變動）

如有與本規則所訂事項相關之中華民國法令有所變動，該新修正之法令應優先於本規則相關條款之適用，且本公司應依該新修正之法令修改本規則，並將該修正案提交下次股東會通過。

附錄四

合富醫療控股股份有限公司

董事名冊　　基準日：110年03月27日

職稱	姓名	選任日期	選任時持有股數			現在持有股數			備　註
			種類	股數	佔當時發行%	種類	股數	佔當時發行%	
董事長	王瓊芝	109.05.27	普通股	7,094,928	9.62%	普通股	7,377,186	9.53%	
董事	李惇	109.05.27	普通股	7,348,414	9.96%	普通股	7,642,834	9.87%	
董事	金權	109.05.27	普通股	467,334	0.63%	普通股	420,700	0.54%	
董事	曹光潔	109.05.27	普通股	0	0.00%	普通股	0	0.00%	
董事	胡柏堅	109.05.27	普通股	3,168,304	4.30%	普通股	3,187,469	4.12%	
董事	吳樂生	109.05.27	普通股	0	0.00%	普通股	0	0.00%	
獨立董事	樓迎統	109.05.27	普通股	0	0.00%	普通股	0	0.00%	
獨立董事	童宗雯	109.05.27	普通股	302,707	0.41%	普通股	317,842	0.41%	
獨立董事	蔡彥卿	109.05.27	普通股	0	0.00%	普通股	0	0.00%	
合　　計			普通股	18,381,687		普通股	18,946,031		

109年05月27日發行總股份：　　73,761,473股
110年03月27日發行總股份：　　77,449,547股

註：本公司全體董事法定應持有股份為 6,195,963 股，截至110年03月27日止持有：　　18,628,189股
◎本公司設置審計委員會，故無監察人法定應持有股數之適用
◎獨立董事持股不計入董事持股數

合富集團
COWealthGroup

合富醫療控股股份有限公司
www.cowealthholding.com

合富(中國)醫療科技股份有限公司
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台灣分公司

合璽(香港)控股有限公司

合璽醫療科技貿易(上海)有限公司

上海合康醫院管理諮詢有限公司

關注合富公眾平台

關注合富官網
www.cowealthholding.com